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## The Solicitors' Journal.

LONDON, MAY 13, 1865.

WE DO NOT WILLINGLY ADVERT to the question which has of late occupied so large a share of public attention under the name of the Edmunds Scandal, nor are we now about to pronounce any opinion whatever on the merits of that case, as regards the principal personage concerned. We must however take this, the earliest opportunity, of correcting the mistake with which we, in common with, we believe, all the rest of the public, were led, when we stated\* that the passage exonerating the Lord Chancellor from "improper or unbecoming motions," had been dissented from by the five Conservative peers. This, as our readers will see from Lord Derby's explanation, which we give elsewhere, was erroneous; the committee were unanimous in considering the noble lord's conduct as amounting to an error of judgment merely, and they only differed as to the gravity of the error, and the strength of the terms in which their opinion of it should be construed.

Another, and even more momentous, issue has however been raised outside the walls of Parliament. Our readers will find among our general correspondence a letter from Mr. Andrew Van Sandau, the well-known solicitor, which originally appeared, in a slightly altered form, in the *Standard* of Tuesday last. The letter has been forwarded to us for publication, and while we respectfully decline (as the Select Committee seems to have declined) to determine the issue between the Lord Chancellor and Mr. Leman, still less to pronounce an opinion *ex cathedra* that the two statements of the Lord Chancellor therein referred to are irreconcileable or incapable of explanation, we hold ourselves bound, by that rule which has consistently guided our conduct, of affording to the whole profession the fullest use of our columns on all questions of professional interest, to give publicity to the charge as made; and we cannot do so without adding, on our own account, an expression of our hearty concurrence in the regret expressed by one of our contemporaries that it is unfortunate that "no explanation was ever offered,"† we do not say of this particular charge, but of the various contradictions which seem to envelope the whole affair in mystery, and which came out so conspicuously in the debate in Lord Redesdale's motion on Tuesday night. It must be obvious that this matter cannot end here; the Lord Chancellor is bound, by every consideration which must be dear to him, both as affecting his personal character and the dignity of the Court over which he presides, to take care that such an accusation shall not be lightly made by an officer of that court. We do not presume to dictate, nor even to suggest, the particular form in which the issue raised between his Lordship and Mr. Van Sandau is to be brought to trial, or the tribunal which ought to decide the question, but we do say, clearly and unhesitatingly, and with, as we believe, the all but unanimous sympathy of the bar and the solicitors, that it is not consistent with the dignity of the bench or the honour of the profession that such a charge, so made, should be passed over in silence, or that the Lord Chancellor and Mr. Van Sandau should continue, longer than is indispensable for the due determination of the right, both to be officers of the same court.

WE REGRET TO FIND that our announcement of the

\* 9 Sol. Jour. 563.

† Daily News, Wednesday, May 10, 1865.

safe passage of the Law Courts Bills through the House of Lords\* was premature. At the last moment, actually at the very last step in one case, and in the other on the third reading, important alterations, we will not call them amendments, have been introduced into the bills, which, if assented to by the Commons, or insisted upon by their Lordships, will inevitably, perhaps indefinitely, postpone the completion of the long-expected courts. We can only hope that the House of Commons will refuse to make these very dangerous alterations, and that, when the question "whether to insist" is put hereafter to their Lordships, a few more of the majority of Tuesday week† may make it their business to be present, and save the country and the profession from another year of that "hope deferred" with which our hearts have been sickening for the last thirty years.

Fulls details of the debate and the divisions will be found in our parliamentary columns.

IF OUR READERS will be good enough to turn to our columns of correspondence they will find a letter throwing a strong, and perhaps inconvenient, light on the conduct of Mr. Whiteside in the case of *Travers v. Potts*, on which we had occasion to comment last week;‡ the report of what passed at the argument in question will be found in the same number,§ and it is only necessary to add to that report the incident mentioned by our correspondent to show how far beyond the utmost limits—often elastic enough—of professional latitude was the "right hon. gentleman's" conduct on that occasion.

WE HAVE RECENTLY|| HAD OCCASION to comment upon the affairs of the Scottish Universal Finance Bank (Limited), and especially upon the good fortune of Mr. Ship, who has succeeded in extricating himself from the disastrous results of that unfortunate undertaking. It will be remembered that Mr. Ship, with many others, applied for shares on the faith of the prospectus, while the company was as yet in process of formation only. Within a few days after the acceptance of his application the company was incorporated under articles of association materially extending, if not actually contradicting, the objects and scope of the business defined in the prospectus. Mr. Ship retained his shares, but did not receive any direct notice of the contents of the articles of association, nor was there any evidence that he ever was informed of them. His case was, that the company which he had agreed to join, was not that which was subsequently incorporated, and on the register of which his name appeared. In other words, he applied for shares in a banking and discount company, and found himself, without any option in the matter, entered as a member of a railway and general contract company. The judgments of the Lords Justices (see 13 W. R. 599)—dismissing, with costs, the appeal of the official liquidator, and affirming the decision of Vice-Chancellor Wood, who had ordered the name of Mr. Ship to be removed from the register of members—go into the question somewhat more fully than had been done by the Vice-Chancellor, and will well repay an attentive perusal. Lord Justice Knight Bruce held that "the application for and acceptance of shares must be considered as having reference to the prospectus," and that in the absence of any evidence bringing home to Mr. Ship knowledge of the articles of association, "he never agreed to and never did become a member of the very extended and different institution actually carried on under such articles." Lord Justice Turner observed—"It seems to me, giving the most extended effect to the prospectus, impossible to say that the terms of this prospectus could warrant this gentleman being made a partner in a concern, not in any sense as a banker, but as a merchant, a capitalist, or a contractor, and those are the terms of this memorandum of association." And again—"I am perfectly satisfied upon the case as it

\* 9 Sol. Jour. 563. † 9 Sol. Jour. 571. || 9 Sol. Jour. 561.

§ 9 Sol. Jour. 572.

¶ 9 Sol. Jour. 391.

stands, that this gentleman never intended to become, and never did become, a member of this company."

As may readily be imagined, the effect of this decision will be very materially to reduce the list of contributors under the winding-up of the Scottish and Universal Finance Bank. Notice has already been given of some fifty applications, by holders of shares, to have their names removed from the register of the company, and, of course, all those who, like Mr. Ship, applied for shares on the faith of the prospectus, and were not informed of the very material extension and alteration of the objects of the company effected by the articles of association, will, at once, be eliminated from the register and relieved from all further liability. The debts incurred during the brief existence of the company will thus fall almost entirely upon the directors, who have themselves—though acquitted by the Lords Justices of all fraud in the matter—been the authors of the mischief. However serious the results may be to those gentlemen individually, they have themselves alone to thank, and we trust that the lesson will not be lost either upon the promoters or shareholders of joint-stock undertakings. As was emphatically observed by Lord Justice Knight Bruce :—"Looking at it as a proceeding affecting the public, this is a case which is likely to do good." How then are directors of inchoate companies to avoid this difficulty? How are the public to receive the necessary information in such a form that there may be no doubt that every subscriber knew, or ought to have known, exactly to what he was subscribing. We answer by an example. If our readers will turn to our last week's columns\* they will there find published, *in extenso*, the articles of association of the Ottoman Company (Limited), the first instance, we believe, in which the same publicity has been given by simultaneous advertisement to the articles of association as to the prospectus. With the objects of the undertaking, and how far the trade and commerce of the Ottoman Empire, will admit, "under conditions of special advantage of climate and geographical position," the vast development contemplated by the promoters, we have no concern. That is essentially a question for intending shareholders, and one not within our province. But the course taken by the directors affords an instance of one method at any rate, we are far from saying that there can be no other, by which fairness and honesty may be made to take the place of colour and misrepresentation—to use no harsher terms—in the inception and "launch" of a joint-stock company.

Those two cardinal points of the undertaking, the objects of the business and the amount of capital which, according to the Companies' Act, 1862 (see sections 8 and 14, and sch. 2), must be stated in the memorandum and articles of association, are here plainly announced to the world, and not veiled by the glowing and misty verbiage so often characteristic of the only statement to which the public have hitherto had any access—the prospectus. Whatever liabilities may be incurred by shareholders will be incurred by them with their eyes open. They will have to judge for themselves as to the stability of the scheme, and whether the advantages so far outweigh the risks as to induce them to embark their money in the undertaking. But they have this security, that no increase of capital, no extension or alteration of business, can be effected without their full knowledge and concurrence. The directors have honestly taken the public into their confidence, and we trust that the good example set by them will be followed by the promoters of similar undertakings, and that we may see for the future not only an actual strict correspondence between the prospectus and the articles of association, but also a sufficient guarantee, either by simultaneous publication to the world of both documents or otherwise, that such correspondence in fact exists. If this result be obtained the disasters of the Scottish and Universal Finance Bank will not have been barren or unfruitful.

THE APPEAL to the Middlesex Quarter Sessions in the matter of the Alhambra ballet has resulted in the conviction being quashed. A very large bench of magistrates decided unanimously upon this course, and also refused an application made by Mr. Serjeant Atkinson on behalf of Mr. Wigan for a case to be stated for the opinion of the Court of Queen's Bench. Thus ends for the present the controversy whether a *ballet divertissement* is or is not a stage play within the meaning of the Act.

We presume, however, that the magistrates have some sort of uneasy consciousness that their decision will not bear rigid scrutiny, otherwise they would scarcely have refused the respondent the luxury—somewhat expensive withdrawal of an appeal; that may or may not be so, but whether their judgment in the principal case be right or wrong, we cannot but condemn, in the strongest manner, the conduct of any Court or judge which refuses to permit an appeal from its or his decision in a case in which it or he has reversed a judgment of an inferior court.

THE EASE WITH WHICH the majority of persons look upon the fashion now so much in vogue with the Legislature of changing the character of old standing institutions, and making them such that their originators would not know them, must be very near akin to that feeling of complacency with which, as Rochefoucauld says, we are wont to look upon the misfortunes of even our dearest friends. The Public Schools Bill is one of those sweeping measures in which all educated men take an interest, and over which no doubt much discussion will take place in the House before it is passed, even if it be ever passed into law at all. But we are not now so much concerned to review the specific provisions of this bill, as to look into the nature of the reforms proposed to be made in the constitution of certain of our public schools. In all Legislature which has for its object the alteration of institutions which have existed for centuries, it is necessary to look back and to trace the origin of the customs and practices it is sought to change. Doubtless the customs, habits, and modes of thought of our ancestors were often such as are not suited to the present day, nor are we of the number of those who think much of "the good old times" so often extolled; but there are cases in which the feelings of a large portion of the community are concerned to see that no injustice is done to the charitable intentions of founders of old, and the case of the public schools is one of these. It is allowed on all hands that the ideas of three hundred years since are not in all respects suitable now, but we are unable to see in that fact any sufficient reason for a total diversion from their proper channel of funds which, then as now, were not otherwise than properly applied. The case is simply this—certain schools which were founded three hundred years ago and upwards, and received charters in the reign of Queen Elizabeth, have become, by good management, what we in our day call public schools, so that large benefits from them accrue to the masters. Now, it is unnecessary to say that the masters are not the persons primarily intended to be benefitted by the founders of these schools, but the scholars; and these scholars are, in the case of two at least of the schools dealt with by this bill, children of persons residing in certain specified localities. As a specimen of the tendency of this style of legislation, we propose to quote two sections of the bill, which was as follows:—  
 "20. The privilege of free education at Harrow school, and the right of preference in elections to John Lyon's scholarships, which are given by the founder's statutes to children of inhabitants of the parish of Harrow, and all privileges and rights of preference thereby given to the kinsfolk of the founder, shall cease, except in the case of persons residing in the parish of Harrow at the time of the passing of this Act, in which case all of the children of such parents, born at or within ten years after the passing of this Act, shall be entitled, in the same manner as if this Act had not passed.  
 21. The privileges of free education at Rugby school, given to sons of

\* 9 Sol. Jour. 580, 581.

persons residing at Rugby, and within a certain distance thereof, shall cease, except in the case of persons residing in or within five miles of Rugby at the time of the passing of this Act, in which case all the children of such parents, born at or within ten years after the passing of this Act, shall be entitled in the same manner as if this Act had not passed." Cunningly worded as these sections are to disarm the opposition of those who might be entitled to the free benefits of these two schools, for perhaps five-and-twenty years hence, yet no case is set up which would equitably, even after that period, deprive those who are properly entitled to the benefits of a free education, of their rights justly acquired. When Lord Clarendon, whose name is appended to this bill, received the remonstrances of a deputation, sent to him on the subject, he asked, with an expressive shrug, "What attention can we, in the present day, pay to the intentions of a testator of three hundred years since?" Notwithstanding this pooh! pooh! we are inclined to believe that justice is on the side of the opponents of this measure, and that much more moderate terms of reform must be devised before we shall see an Act passed for the alteration of these ancient foundations. The bill has been referred to a select committee of the House of Lords, but their Lordships have so narrowed the subjects of inquiry before that committee, that we have small hopes of much advantage therefrom. Should the measure ever reach the House of Commons, we trust that all who are interested in the maintenance intact of two most valuable charities, and all who do not believe that one very principal inducement hitherto held out to intending testators to charitable uses—the confidence that the particular good which they have at heart, not that which most commends itself to the House of Lords, will be carried out—ought to be removed for the future, will combine to secure from a select committee of that House that full and searching investigation, in which the whole *onus probandi* shall be placed where it ought always to lie—on the advocates of innovation—which the importance, both local and national, of the subject requires.

WE LEARN WITH REGRET that Sir Thomas Staples, Q.C., Irish Queen's Advocate, Father of the Irish Bar, and the only surviving member of the Irish House of Commons, where he represented the borough of Knocktopher, county Kilkenny, is dangerously ill. His great age renders it unlikely that he will recover. He was born in 1775, and called to the bar in Hillary Term, 1800. Although thus the father of the bar, he had a senior on the *bench*, Lord Chief Justice Lefroy having been called in 1797. The loss of a man so greatly respected both in his public and private relations will be severely felt by all; not merely those who were honoured by his acquaintance, but those even to whom he was known but by character and renown.

A DEPUTATION FROM the Manchester Law Association consisting of Mr. Thomas Baker (president), and Mr. Heelis (Slater, Heelis, & Co.), had an interview with the Right Hon. Sir George Grey at the House of Commons yesterday to present a memorial praying that arrangements may be made for the holding of a winter civil assize in Manchester for the Salford division of the county of Lancaster. The deputation was accompanied by Lord Stanley, M.P., Mr. J. A. Turner, M.P., Mr. T. Bazley, M.P., Mr. T. B. Horsfall, M.P., Mr. John Peel, M.P., Mr. J. Hibbert, M.P., and Mr. Shephard Birley, J.P. There was also in attendance a deputation from the Liverpool Law Society, consisting of Messrs. Squarey and Lowndes, with the object of procuring a similar Winter Civil Assize for Liverpool.

IT IS RUMOURED that Mr. Morgan John O'Connell, of Gray's-inn and the Home Circuit, son of Mr. John O'Connell, of Grenane, and nephew of the "Liberator," will contest the county of Tipperary, in company with Mr. Moore, at the general election.

## DEEDS OF ARRANGEMENT WITH CREDITORS.

### VII.

(Continued from p. 566.)

Much difficulty has arisen in determining the mode in which the "majority in number, representing three-fourths in value, of the creditors," is to be calculated, with regard, especially, to two questions—1, how far secured creditors are to be taken into account; 2, whether, in the case of a partnership, a distinction is to be preserved between joint and separate creditors. Each of these matters it will be necessary to discuss somewhat fully, as they are undoubtedly of great practical importance.

(1.) As to secured and unsecured creditors. The question whether, in estimating the statutory majority for the purposes of condition 1 of section 192, secured creditors were to be taken into account, was first raised in *Ex parte Godden; Re Shettle*, 1 De G. J. & S. 285. In that case secured creditors to a very large amount had been left altogether out of calculation; but whether they were all fully secured, or only imperfectly, did not appear. Under these circumstances, Lord Justice Knight Bruce held that the word "creditors" in the first condition of section 192, meant and extended to "creditors holding security, good or bad, sufficient or insufficient, as well as to those wholly without security;" and, on this ground, he held that sufficient assents had not been obtained, and that the deed was therefore not binding. Lord Justice Turner, although holding the deed bad primarily on another ground, yet concurred in the view that "the debts due to secured as well as unsecured creditors must be taken into account." It will be observed that, although it was here determined that secured creditors must be taken into consideration, the question whether they were to be reckoned as creditors in "value" to the full amount of their debts, or only to such an amount, *minus* the security held, was not distinctly decided. And the reason given for his decision by Lord Justice Turner, viz.—"That otherwise creditors imperfectly secured would be left at the mercy of the unsecured creditors," would seem to indicate that the question which that learned judge was considering was whether secured creditors were to be taken into account at all, and not whether the value of the security held by them was to be deducted. Looking at all the circumstances of the case, however, the judgment of Lord Justice Knight Bruce must probably be taken to have determined that persons holding security were to be reckoned creditors to the full amount of their debts. And in *Turquand v. Moss (infra)*, the Court of Common Pleas treated the case as a distinct decision on that point.

The next case on the subject was *King v. Randall*, 14 C.B.N.S. 722, but the only point there decided was that if secured debts were taken into account in estimating the total value of the debts, they must also be taken into account in calculating the statutory majority—a point almost too obvious to require decision at all.

In two subsequent cases, *dicta* of the Lord Chancellor are to be found bearing somewhat on the point now under consideration, but in each of those cases the observations of that learned judge were altogether extrajudicial. In *Ex parte Spyer, re Joseph*, 32 L.J. Bkcy. 62, the Lord Chancellor, after stating that when a deed has been completely registered in conformity with section 192 the rights of the creditors are defined by, and must be collected from, section 197, went on to say: "secured creditors therefore rank under the deed of trust for the amount remaining after deducting the value of their securities." Again, in *Ex parte Morgan, re Woodhouse*, 32 L.J. Bkcy. 15, the same learned judge said: "The 197th section causes the state of things under the trust deed to be precisely the same as if there had been a bankruptcy instead of a deed of composition. Therefore creditors under a trust deed are in *codem statu* as creditors under a bankruptcy. But creditors under a bankruptcy

cannot prove without allowing for the value of their securities, and creditors under trust deeds are subject to the same obligation." These *dicta*, however, throw but little light on the point under consideration. It will be seen that they apply only to the rights and obligations resulting from the operation of sect. 197, when a valid trust deed under sect. 192 has been obtained, for until the filing and registration of "such deed," i.e., (as has been held) a deed valid under sect. 192, the 197th sect. can have no operation. And the rights and obligations which arise when such deed is duly filed and registered, do not really afford any guide upon the question how such deed is to be brought into existence under sect. 192.

In the next case which came before the courts—*Turquand v. Moss*, 33 L.J. C.P. 355—the point arose distinctly for determination by the Court of Common Pleas. And it was held that the amount of the secured debts was to be taken into consideration without deducting the value of the securities in the hands of the creditors. This judgment was expressly founded on the decision of the Lords Justices in *Ex parte Godden*, and Byles, J., in delivering his judgment, said that "but for that decision he should have thought otherwise." The Chief Justice, in his judgment, after referring to the provision in section 224 of the Act of 1849, which enacted that every creditor should be accounted a creditor in value and respect of such amount only as upon an account fairly stated, after allowing the value of available securities and liens, should appear to be the balance due to him, said:—"It may be well worthy of consideration whether the leaving out such proviso in the later Act does not indicate an intention on the part of the Legislature that secured debts should be taken into account, although I am aware that a different construction has been put upon it, namely, that it was so perfectly clear that the law must be that secured debts were not to be taken into account, that the proviso was unnecessary."

There is one other case in which the point has been argued; but, although subsequent to *Turquand v. Moss*, that case does not appear to have been cited. In *Ex parte Smith, re Smith*, 10 L.T.N.S. 552, argued before the Lord Chancellor, his lordship, on the 8th of June, after disposing of some of the points raised, ordered the case to stand for further discussion to a future day, on the question whether a creditor's debts were to be taken into account without deducting the value of his security, with the following observations: "What, it might be asked, was the 'value' of a debt except the amount of the debt minus the property held by the debtor? Security was substantially a part payment of the debt. Then the section describes a majority of creditors as 'a majority in number, representing three-fourths in value.' Creditors were ranked according to their stake in the estate of the debtor. But the estate of the debtor must mean the estate distributable amongst all the creditors, and the distributable estate was the property minus the specific charges upon it. If a creditor under a trust deed was *in eodem statu* with a creditor who has proved, a creditor proves for his debt *minus* the security, and a creditor's debt under a trust deed must be valued upon the same condition as a debt in bankruptcy is proved, i.e., for the balance after deducting the security . . . . Then comes the question of what was the value of the security? If the debtor valued the security, must it not be at his own peril? The debtor could only obtain the benefit of the statute by observing its conditions. Was it not, therefore, his duty to put upon the security its true value?" In pursuance of the directions of the Chancellor, the question was accordingly argued, and on the 30th July, judgment was delivered as follows:—"I must come to the conclusion that the deed is a bad deed, not on the ground that the value of the security was not deducted from the secured debts, but, amongst others, on the ground that even if the value of the security is to be deducted (which I believe it is), the creditor must still be ranked in the number of creditors . . . . I cannot get over the words of the Act of Parliament, and as

at present advised, I think that a creditor holding security must be reckoned in the majority in number, although his security may reduce the amount of his debt to nothing. All the doubts that have been expressed on this subject are referable to one single source—namely, a *dictum* attributed to a learned judge in a case, the reports of which are various, and not in all respects alike.\* I do not mean to accept that as any authority on the point, and I shall therefore decide that the value of the amount of the security is to be deducted, and that the residue represents the value of the debt in the view of the Legislature, as expressed in the Act of 1861." His Lordship further intimated his intention of delivering a written judgment on the subject; but, so far as we are aware, no such judgment has yet been delivered. It will be observed that although the Lord Chancellor purported to decide that the value of the security was to be deducted in estimating the value of the debt, yet his *dictum* on this point was purely extra-judicial, the only point decided being, that a creditor, even though fully secured, was to be ranked in the number of creditors for the purposes of section 192.

As the matter stands at present, then, *Turquand v. Moss* is a distinct and binding authority that a secured creditor must not only be taken into account in calculating the majority in number (as decided by *Ex parte Smith*), but that his debt must be reckoned at its full amount, without deducting the security, in estimating both the total value of the debts, and the value of the debts due to assenting creditors.

This decision is certainly extremely to be regretted, though it was perhaps unavoidable. The strange omission in the Act of 1861 of the proviso to section 224 of the former Act, and the absence of any words in section 192 pointing to a distinction between secured and unsecured creditors, certainly render any other construction of that section somewhat difficult. On the other hand, the results which must follow from the construction now put upon it are so totally opposed to the obvious scope and intention of the section, that one cannot help thinking that the Courts which have so often, under similar difficulties, cut the Gordian knot with the words—"The Legislature never can have intended"—might have made use of that expedient in this case also. It might, perhaps, have been held with little or no straining of the words of the section, that creditors fully secured, although they must be reckoned amongst the number of creditors, yet "represent" no "value;" and that creditors imperfectly secured "represent value" only to the extent to which their security is deficient. The observations of the Lord Chancellor, in *Ex parte Smith*, certainly furnish some weighty arguments in favour of such a construction. It is obvious that the purpose and intention of the first condition of section 192, was that it should be left to a majority of the creditors whose interest in the debtor's estate should be so large as to be a sufficient guarantee that they would act for the advantage of the whole body, to determine in what manner the debtor's estate should be administered. And it is equally obvious that if the decision in *Turquand v. Moss* is sustained, this determination will, in a large number, perhaps even a majority, of cases, be in the hands of those who have little or no interest in the realization to the best advantage of the debtor's estate.

(To be continued.)

## COURTS.

### COURT OF CHANCERY.

(Before Vice-Chancellor Sir W. P. Wood.)

May 4.—*Re the Scottish and Universal Finance Association.*—Mr. Locock Webb (Mr. Roll, Q.C., with him), applied that the register of members in this company might be amended by striking out the name of the applicant, Mr.

\* The case of *Ex parte Godden* is probably the one referred to, but the reports of that case do not appear to differ materially. And *Turquand v. Moss* had been at this time decided.

Buckridge, as having been, without sufficient cause, entered upon such register.

The application, which was only one of several now pending on behalf of shareholders in the company, was based upon a recent decision of his Honour (affirmed by the Lords Justices), removing the name of a Mr. Ship\* from the register of this company.

Several of the shareholders had given notice of motion to have their names removed from the register. Mr. Buckridge's case, which was the first brought on, was stated to be on all fours with Ship's case, except that Buckridge had paid the call made by the directors in the course of last autumn.

Mr. W. Morris, for the official liquidator, objected that the motion was irregular at the present stage of the proceedings. As soon as the winding-up order was made, all questions as to the liability of contributors must be raised in chambers upon the settling of the list. If the present motion were allowed to succeed, every shareholder would at once apply to the Court upon a separate motion, and with the same evidence taken over and over again, at an immense expense to the company. All these questions could be settled in chambers much more economically and once for all, when the list of contributors came to be settled. The official liquidator had divided the shareholders into three classes, as follows:—A, those who had applied for shares and paid the deposits; B, those who had paid the deposit and the call; and C, those who had not only paid the deposit and the call, but had also attended meetings of the company. He also submitted that the Companies Act, 1862, by directing that the list of contributors should be settled in chambers, prohibited in effect any application by a shareholder to the Court in the first instance.

Mr. T. A. Roberts, appeared for Mr. Boddington, a shareholder, who had proceeded in chambers.

Mr. Daniel, Q.C. (*amicus curiae*), referred to section 98 of the Companies' Act, 1862.

The VICE-CHANCELLOR was of opinion that there was concurrent jurisdiction in chambers and in court. As the case of Mr. Buckridge and others in the same position was that they were not contributors, they could come in under the proceedings in chambers for settling the list. The best course would be to adopt the motions into chambers, to come on when the list of contributors was being settled.

May 5.—*Neirinck v. Ran and Others*.—Mr. J. O. Griffiths appeared for the plaintiff; Mr. Henry James and Mr. Philbrick were for the defendants.

This was an interpleader issue, to try the right to certain goods claimed under a bill of sale, and the case, on the merits presented no features of interest.

Among the witnesses for the plaintiff, however, was Mr. George Cooper, the son of the plaintiff's solicitor, who carries on business at 103, St. Martin's-lane, Charing-cross, who proved that he had prepared a bill of sale for the parties in February last. His charges were £4 4s., but he agreed to take £2 10s.

Mr. James (to the witness).—Pray, Mr. Cooper, (handing him a newspaper), do you know the following advertisement:

"To all in Debt or Difficulties.—Messrs. Pearsall & Co., attorneys and solicitors, Thornhill-chambers, 103, St. Martin's-lane, Charing-cross (established 1827), obtain immediate protection for debtors and their property in town and country, and entire relief from debts without imprisonment, bankruptcy, or publicity. Charges moderate, payable by instalments. Preliminary advice free and confidential. All legal business transacted, including chancery, bankruptcy, common law, and divorce cases, &c."

Yes; that was inserted by our firm. My father is the only member. The names of Pearsall & Co. are fictitious. It is done to attract business, and the real names are not mentioned, as the gentlemen in the legal profession do not like it. The date of 1827 is given, as my father, I think, was admitted about that time.

After some further evidence, the jury returned a verdict for the defendants.

#### COURT OF COMMON PLEAS.

May 9.—*Prestwick v. Poley*.—This was an action to recover the price of a pianoforte. Before the trial the plaintiff's attorney entered into an agreement with the defendant and his attorney to compromise and settle the action, on the terms that the defendant should return the pianoforte and

pay the plaintiff's costs incurred, amounting to £9. The plaintiff, however, on being informed of this agreement, refused to ratify it, and insisted on being paid the price of his pianoforte, or on the action going on, and the action was, therefore, proceeded with. A rule having been obtained to stay the proceedings in the action on the ground of the plaintiff's attorney having entered into this agreement, which, it was contended, was binding on his client.

Mr. Prentice now showed cause against that rule, and Mr. Needham appeared in support of it.

The CHIEF JUSTICE, in giving judgment, thought the rule ought to be made absolute. This was a question between third parties, and not between attorney and client. But he did not limit his judgment to that. It was clear that the plaintiff gave no express prohibition to the attorney not to compromise, but employed him simply to recover the debt, and the Court had to say whether in that employment of him as an attorney to conduct the suit, there was a general authority given to make such a compromise as had been made. It was admitted that he had authority over all ordinary proceedings, and it was admitted that he might compromise the action for money to be paid, but it was said that he could not compromise it for goods to be given up instead of money. To his mind there was no distinction between the two things, for if the action had proceeded and the plaintiff had recovered his judgment, the sheriff might have taken this very pianoforte and sold it for the plaintiff's damages. The goods taken under the compromise might be turned into money. The case of *Chown v. Parrott*, 11 W. R. 668, and of *Fray v. Vowles*, 7 W. R. 446, were authority that he might so compromise. The case of *Swinfen v. Swinfen*, 5 W. R. 203, 6 W. R. 10, 7 W. R. 321, 9 W. R. 175, was a very remarkable one in all its features, and he looked upon that case as a singular case, which did not lay down a general doctrine to guide in other cases, and the Master of the Rolls was very much of that opinion. That was an action to recover land, and the compromise entered into was to give up all claim to the estate and to take an annuity for life, which it was contended went beyond the ordinary scope of a counsel's or attorney's authority.

Mr. Justice BYLES was of the same opinion. If an attorney, trusted with the general management of a cause, had not the power, acting *bona fide* and with reasonable skill and care for his client's interest, to effect a compromise, it would be most injurious to the client. In *Swinfen v. Swinfen* the first discussion was whether counsel had authority to make the arrangement which he did make. In that case Mr. Justice Cresswell, in giving judgment, said:—"If counsel duly instructed takes upon himself to consent to a compromise which he believes to be for the interest of his client, the Court will not enter into an inquiry as to the existence or the extent of his authority." So far as proceedings at Common Law are concerned, the power of counsel to compromise a case is stated in the widest terms.

Mr. Justice KEATING was of the same opinion; and if the rule were not to be established, very great inconvenience and the promotion of litigation might be the consequence. The attorney in the present case compromised the action by taking, not other goods instead of money but, the very subject-matter of the action. The case seemed, therefore, to him to fall within even the most limited extent of the authority given to the attorney. He might take the opportunity of saying that the bearing of the case of *Swinfen v. Swinfen*, so far as it has been decided in the Court of Common Pleas, was not fully understood; for not only had Mr. Justice Cresswell, but Mr. Justice Williams and Mr. Justice Willes, also expressed opinions, but they had adhered to their former opinions, that the compromise in that case came within the scope of the authority of counsel; and such was the opinion of the majority of the Court. But from the nature of the application, which was for an attachment, and one member of the Court doubting whether it was right that an attachment should go, the rule was discharged. The case of *Swinfen v. Swinfen* rested on a peculiar state of facts, and was not to be put forward as an authority for limiting the authority of attorney or counsel in a cause.

Mr. Justice MONTAGUE SMITH was of the same opinion. He thought the attorney was the general agent for his client to carry out his cause. It was most proper and usual, and very often necessary, to effect a compromise. In the present case the question was whether the compromise was fairly within the limits of the suit. He thought no compromise could be more so. If damages had been assessed in the cause, the plaintiff could have no more

\* 13 W. R. 450; 9 Sol. Jour. 391.

than an execution against the defendant's goods, and the sheriff would have taken the piano or some other goods to pay the debt and greatly enhanced costs, and the attorney thought it more prudent to make this compromise. He thought it would be a most unfortunate thing for clients if an attorney had not the authority to compromise an action. There were periods when an opportunity occurred to make a compromise which would never occur again, and if an attorney had not the power then to compromise, it would greatly lead to the promoting of litigation.—Rule absolute.

#### COURT OF EXCHEQUER.

May 3.—*The Chesterfield and Midland Silkstone Company v. Hawkins.*—This case was argued a few days ago by Mr. Arthur Cohen, for the plaintiffs; and Mr. Melish, Q.C., (with whom was Mr. Raymond), for the defendant.

Mr. Baron MARTIN now read a judgment on behalf of himself and the Lord Chief Baron.

The question in the case was whether a composition deed between the debtor and the executing creditors was a good composition deed, the release not being conditional on the payment of the composition money.

The learned BARON said that the deed would be bad unless the non-assenting creditors could sue as well as the assenting creditors on the deed for the composition money. Now, according to a technical rule of law, which no expression of intention can overrule, the non-assenting creditors could not sue because they were not parties to the deed; and *Ex parte Cockburn*, 12 W. R. 62, 184, 673, decided by the Lord Chancellor, established that the Bankrupt Act of 1861 does not make all the creditors constructively parties, so as to enable them to sue on the deed; therefore, the deed was bad.

Mr. Baron BRAMWELL said that he joined in the conclusion arrived at, but he did not agree to the judgment, as he did not consider *Ex parte Cockburn* in point.

Judgment for plaintiff.

*Gurwin v. Ropere.*—This was another case arising under the 192nd section of the Bankruptcy Act of 1861.

The plaintiff was sued by a non-assenting creditor, and set up a composition deed. The deed contained no contract to pay, but there was a full release. The plea averred performance with all the requisitions of the Act, and that the defendant had done all things necessary to be entitled to the benefit of the statute. The plea was demurred to.

Mr. Gough, in support of the demurral, contended that the deed was inequitable and unfair; that, while it relieved the defendant, the creditors had no advantage or benefit. Although the assenting creditors might possess a remedy in case of a failure of the conditions of the deed, the non-assenting creditors were left without any. The release was no act of their's, and yet the deed sought to bind them by it, although they could derive no benefit from the promise to pay the composition by the debtor not being mentioned in the deed. The deed was invalid as not coming within the meaning of the 192nd section.

Mr. F. Meadows White, in support of the plea, urged that it was an absolute release binding upon all creditors under the 192nd section, which empowered assenting creditors to bind non-assenting creditors. The benefit to be derived under the deed was the payment of the composition. Similar deeds had been held repeatedly to be good. In *Garrod v. Simpson*, 13 W. R. 460, a deed similar to the present had been held to be good.

Mr. Gough was heard in reply.

The COURT gave judgment for the plaintiff.

#### COURT OF ARCHES.

(Before Dr. LUSHINGTON, Dean.)

May 3.—*Steele v. Shepherd.*—This was a suit as to the right to a pew. The defendant admitted, by his proctor, Mr. Toller, that he had made a mistake, and was willing to give up the pew, and to pay the costs. Mr. Coot, the proctor for the promoter, insisted on going on to sentence, and, on the last occasion, when Dr. Robinson sat as Surrogate, in the absence of the dean, he allowed the cause to proceed on the authority of the case of *Jeff v. Jones*.

Mr. Toller prayed to be dismissed from the suit. He had offered, on the part of Mr. Shepherd, to pay the costs, but the other side insisted on going on with the proceedings.

Mr. Coot said he was instructed to proceed to sentence, on the authority of the case quoted, in order to establish Mr. Steele's right to the pew in question.

His LORDSHIP said the right could not be tried at the expense of Mr. Shepherd, who prayed to be dismissed on payment of costs.

Mr. Coot declared that his instructions were to proceed with the suit.

The DEAN OF THE ARCHES said it could not go on after the admission made by Mr. Toller, and the offer to pay costs.

Mr. Toller asked whether the defendant was dismissed.

His LORDSHIP said he should certainly dismiss him from the suit, after the admission made.

The COURT made an order accordingly.

#### COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

May 11.—*In re James Edward Nixon.*—The bankrupt was described as an attorney-at-law, of Claremont-terrace, Pentonville, also renting a house and occupying offices at 49, Bedford-row. The debts were returned at £370, the failure being attributed to the fact of the bankrupt being sued, and being unable to collect law costs owing to him. The case was last before the Court on the 13th of March, when, it appearing that the bankrupt had not supplied the official assignee with the accounts required by an order of the 26th of January, 1865, the sitting for examination was adjourned until this day. The assets were returned at £784, but at present nothing had been realized, Mr. Graham, the official assignee, stating that he had received several replies to his formal applications for payment, but no money.

Mr. Lucas said the bankrupt was about to make a proposal to his creditors, under the 185th section, and he proposed a short adjournment.

Mr. Aldridge appeared for the official assignee.

Mr. Commissioner GOULBURN.—I shall be very gratified to hear that the bankrupt has made a satisfactory proposal to his creditors.

Adjourned accordingly.

(Before Mr. Deputy-Commissioner WINSLOW.)

*In re Maniere.*—The bankrupt was a solicitor, practising in Bedford-row, and this was a sitting for discharge upon Mr. Chidley's application, and, it appearing that a deed, providing for payment of a composition of five shillings in the pound, was about to be registered,

The sitting was adjourned *sine die*, with liberty to apply.

#### GENERAL CORRESPONDENCE.

##### EAST INDIA LOAN GUARANTEE.

Sir,—I always understood that although the *principal* monies taken as the India Five per Cent. Loan was charged on the Indian revenues, yet that the Government had guaranteed the *interest*. Can you tell me whether I am right as to this guarantee, and, if so, how and when was the guarantee given.

H. E.

##### THE MORTMAIN ACT.

Sir,—Referring to the answer given in your number of the 29th ult., to conveyancing question No. 7, proposed at the recent examination, I shall be glad if you can refer me to any authority for the proposition that stock in the funds can be given by will to charitable institutions, as I am not aware that the provisions of the Mortmain Act, requiring that all transfers of stock to charities shall be completed six calendar months, at least, before the death of the donor, have ever been repealed.

L. P. V.

[No such provisions, so far as we know, exist. The Mortmain Act (9 Geo. 2, c. 36), only refers to land, and stock or money directed to be laid out in land. We have never heard of the Act referred to by our correspondent. Can he quote it by date and chapter?—Ed. S. J.]

##### MR. WHITESIDE ON "EPHEMERAL REPORTS."

Sir,—The unfairness as well as the absurdity of Mr. Whiteside's attempt to exclude from the notice of the judges a case which bore against his own pleading, calls for some observation from a branch of the profession which receives constant assistance from the *Weekly Reporter*. It was not, it should be remarked, the report in question that the right honourable gentleman impugned, nor the publication itself; but his objection lay to "this kind of reports." Now, an incident in that very argument (*Travers v. Potts*) should not

be left untold, to expose the inconsistencies of those who attempt to throw discredit on decisions adverse to their own cases, should such decisions be found in "unauthorised" reports. In the course of that argument Mr. Whiteside himself attempted to cite a case from the *Irish Jurist*, a publication which just does what the profession finds of so much assistance in "this kind of reports," namely, bring out rapidly the reports of points which have been decided from week to week, and for which, otherwise, the profession would have to wait for months and months, until the judges had found leisure to correct the reports of their delivered judgments. It is but fair to the *Weekly Reporter* to mention this fact, as showing how small is the weight to be attached to such objections. A brother barrister who stood beside me in court at the time called my attention to the inconsistency of Mr. Whiteside's conduct in trying to cite the *Irish Jurist* in his own favour after he had tried, in vain, to exclude the *Weekly Reporter*, because its authority was adverse to him.

I send you my name, &c., to verify this communication,  
Dublin, May 9.

A BARRISTER.

P.S.—It will be a satisfaction to the editors of the *Weekly Reporter* to know that the equity decisions in that publication are frequently referred to with approbation by one of our learned and able Masters in Chancery.

#### BILLS OF SALE—PROOF OF.

Sir,—I should be very glad to have the opinion of some of your subscribers upon the subject of my *quere* upon this, ante, p. 433.

G. A. J.

#### WILLS ACT—ATTESTING WITNESS—INTEREST.

Sir,—A trustee and executor becomes an attesting witness. The will declares that the trustee (who is an attorney) shall be entitled to his professional charges in the execution of the trusts. Does this amount to such an interest as contemplated by section 13?

G. A. J.

#### THE EDMUNDS SCANDAL.

Sir,—I have not a newspaper of the 8th of March last to refer to, I therefore cannot quote the precise words, but if you will turn to the report of the debates in the papers of that day, on the Lord Chancellor's motion for a special committee to inquire into the circumstances connected with the grant of a retiring pension to L. Edmunds on the resignation of his office of reading clerk, &c., you will find that the Earl of Derby stated that the Lord Chancellor had induced Edmunds to resign that office by holding out to him an assurance that if he did resign the office he would not put any impediment in the way of his obtaining a retiring pension; that the Lord Chancellor interrupted Lord Derby, and pledged his personal honour that he had held out no such assurance; and that Lord Derby, resuming his speech, stated to the effect, "That as the Lord Chancellor had so pledged his personal honour, he, Lord Derby, was bound to accept his denial; but that what he had stated he had stated on good authority." Now, sir, on turning to the report of the select committee, it will be seen that the Lord Chancellor, in a letter dated 29th October last, marked private, wrote Mr. W. Brougham, *inter alia*, as follows:—"I cannot offer any opinion on the subject of Mr. Edmund's case. All that I can say is, that if he thinks proper to resign I will do all that I can, with propriety, to obtain for him a pension;" and that Mr. Leman (who is a gentleman whose truth has never been questioned) has sworn that the Lord Chancellor distinctly told him "that if Mr. L. Edmunds would resign his place he would throw no obstruction in the way of his obtaining a pension." I will not pursue this matter further, but I will ask you if the passages I have referred to and quoted do not show that the Lord Chancellor pledged his personal honour (*quatinus valeat*) to that which has now been proved to be a positive untruth? And I will further ask you if a man so disregardful of truth is worthy of sitting on the woolsack—if such a man is fitting to be the head of the law, or if such a man is a fit associate of noblemen or gentlemen?

ANDW. VAN SANDAU.

13, King-street, Cheapside, May 6.

It appears to me that the Lord Chancellor, by presenting Mr. Edmunds's petition for leave to resign and for a pension, not mentioning the facts within his knowledge, was guilty of a *suppressio veri*, if not of a *suggestio falsi*.

On reference to the debate in the House of Lords last night, I observed that Lord Derby made allusion to an error in the report on Edmunds's case. His lordship, it seems,

said, "The committee thought that the noble and learned lord had made an error in judgment and taken a wrong view of his duties, but both the majority and the minority were perfectly prepared to acquit him of improper and unworthy motives."

As Lord Derby has so stated, it cannot be doubted but that such was the case. It, however, does not appear to me that it can therefore be inferred that the committee, or the majority of them, were of opinion, and would have reported "they were of opinion that the Lord Chancellor had acted from pure or benevolent motives." It must, I think, therefore be inferred "that there was no proof, or sufficient proof, as to his motive; and every one who reads the report is left to form his own conclusions as to his motives."

#### TRAVERS v. POTTS.

Sir,—The members of the bar on your side the channel must have been very much surprised, as I was, to read your comment on Mr. Whiteside's line of defence in meeting his opponent, who founded his motion in *Travers v. Potts* on the case of *Brewridge v. Latimer*; for from those comments they for the first time learnt that an able advocate, for the purposes of defence, resorted to the plea that the case cited did not appear in what he termed "the authorized reports." One of two inferences follows: either that Mr. Whiteside holds that a case not appearing in his "authorized reports" is from that bare fact alone to be rejected as an authority; or that the case was unworthy of report, and therefore did not find a place in his recognized series. In the former alternative Mr. Whiteside is reduced to depend for his defence upon a subterfuge that the other he is met, as you point out, by the *dictum* of a far higher and more reliable authority, Mr. Justice Byles, who distinctly says that *Brewridge v. Latimer* will be a very useful case for the conduct of pleadings in an action for libel. No doubt we may allow a certain latitude to an advocate to say that which he thinks will best help the interests of his client; but at the same time that which is urged by him must be said in common fairness to all; much less should he pledge his word to what turns out to be wholly wrong, if we attach any importance to the words of an English judge. For the honour of the bar, and to impart a proper tone to young practitioners, it especially behoves such leading men as Mr. Whiteside to scrupulously refrain from pledging themselves to hasty and unwarranted observations.

AN IRISH BARRISTER.

Dublin, May 7.

#### PROBATE COURT PRACTICE.

Sir,—The gentleman who did me the honour to review Dodd and Brooks's Probate Practice in this Journal has cited a case of *Reynolds v. Raikes*, not, I believe, reported; will he kindly favour me with a copy of his note of it?

Mr. Cooper, of the *Law Journal*, tells me that he was not present when *Reynolds v. Raikes* was decided, and Mr. Searle writes to me that his memoranda do not appear to warrant the reviewer's construction.

PHILIP W. DODD.

Stockton-on-Tees, April 27.

[We have communicated with the reviewer in question, who says that he cited the case from the notes in the brief of the counsel for the plaintiff, but that he has not now any means of access to the papers. If Mr. Dodd desires it we will discover and supply him with the name of the solicitor or proctor concerned.—ED. S. J.]

#### APPOINTMENT.

WILLIAM CHAMBERS, Esq., to be one of her Majesty's counsel for the Island of Nevis.

#### PARLIAMENT AND LEGISLATION.

##### HOUSE OF LORDS.

*Friday, May 5.*

##### THE EDMUNDS SCANDAL.

The Earl of DERBY explained that a mistake had crept into the report of the select committee in this case, which made it appear that the minority objected, which they certainly did not, to the declaration embodied in Lord Taunton's amendment to the second paragraph, acquitting the noble Lord on

the woolsack altogether that he had any unworthy motives in the course he had pursued. They thought the noble and learned lord on the woolsack had committed an error in judgment, and had taken a wrong view of his duty, but both the minority and the majority were perfectly prepared to acquit him of being actuated by an improper or unworthy motives.

Earl GRANVILLE said that the second paragraph, as printed, was a mistake. Under the circumstances, the best course would be to have the mistake corrected, and the amended report delivered on Monday morning.

*Monday, May 8.*

#### THE EDMUNDS CASE.

Lord REDESDALE gave notice that he would, the next day, move the following resolutions:—

"1. That the petition of Mr. Edmunds stating that, after having served the house seventeen years as reading clerk and clerk of the private committee, he desired to retire, and praying the House to grant him such allowance as to their lordships might seem fit, having been presented on Tuesday, the 13th of February, by the Lord Chancellor, without any comment being made thereon by him or any other member of the Government present on that occasion, and referred to a select committee on the office of clerk of the Parliament without any special order or intimation in relation thereto; the committee, when they met on Thursday, the 15th of February (Mr. Edmunds's resignation having been already accepted by the House), had no question to determine on the petition so referred to them but the amount of retiring pension to which he was entitled, and would have exceeded their duty if, without special instruction from the House, they had proceeded to inquire into his conduct in any matter unconnected with the House.

"2. That the report having been presented on Friday, the 16th of February, was ordered to be laid on the table, and was not agreed to until Friday, the 23rd of February, whereby sufficient 'delay' was interposed before the question was finally disposed of in favour of a pension, for any lord acquainted with the circumstances, which ought to have been known to the House before the report was adopted, to have brought the same under the consideration of the House."

He did not, in doing this, intend to enter into the Edmunds case, or into any of the facts affecting any one, either in this House or elsewhere, but simply to clear the committee from an imputation upon them.

#### COURT OF JUSTICE CONCENTRATION (SITE) BILL.

This bill having been read a third time,

Lord REDESDALE moved to omit the words "bridge over or" from clause fourteen, which provided for a communication across the Strand between the Temple and the proposed courts. It was simply impossible to devise any such bridge so as not to disfigure, and very difficult to contrive one so as not obstruct, that crowded thoroughfare.

The LORD CHANCELLOR hoped the noble lord would not press his amendment, but would rest satisfied with the assurance of the Government that every effort would be used to avoid what he apprehended.

Lord REDESDALE was content to make his protest, and would not trouble their lordships to divide.

The words were, therefore, retained.

Lord REDESDALE then moved a new clause to follow clause eighteen, to the effect that no notice should be given of an intention to take any property under the bill, and no contract should be entered into until plans and estimates had been prepared, and until they had received the sanction of Parliament.

The LORD CHANCELLOR hoped this clause would not receive any countenance from their lordships. It was impossible that the commission to be appointed could allot the space till the buildings now thereon had been cleared away. He never knew an amendment which contained within itself more impossibilities than did this. If the noble lord succeeded in carrying this amendment he would have the credit of having entirely defeated the measure. It had already received a severe blow, but this would defeat it altogether.

The Earl of DERBY thought the course proposed by the noble lord (Lord Redesdale) was the one which would be taken by any private individual of ordinary prudence, and one which ought to be taken by the Government. It appeared to him that the amendment of his noble friend would not in the slightest degree interfere with the progress of the measure, and was recommended by ordinary prudence.

Earl GRANVILLE opposed the clause.

After a few words from Lord REDESDALE, the DUKE OF SOMERSET, and the DUKE OF ARGYLL,

The LORD CHANCELLOR said if the amendment were agreed to there would be no less than four distinct Acts of Parliament required to carry out the bill, and therefore the amendment was nothing less than a covert way of defeating the bill altogether.

The House then divided.

For the clause ..... 47

Against ..... 44—3 \*

The bill as amended then passed.

#### COURTS OF JUSTICE BUILDING BILL.

On the motion that this bill do pass,

Lord ST. LEONARDS moved to leave out clause 16, allowing the Lord Chancellor to purchase or redeem Chancery compensations with the monies forming funds belonging to the suitors of the Court of Chancery, in addition to the one million of stock previously authorized to be taken from the same funds.

The LORD CHANCELLOR said this motion proposed to strike out from the bill a clause, the rejection of which would cause the rest of the measure to fall to the ground.

The Earl of DERBY said that there were some doubts which he should desire to have removed. He was aware that the House had decided that the Suitor's Fund was fairly applicable to the purpose to which it was proposed to apply it; but the question was whether, by the provisions of this bill, they were not taking more from the Suitor's Fund than they professed to take.

The LORD CHANCELLOR explained. The bill proposed to apply £437,000 out of the surplus of the fund (£491,000 Consols), in buying up the charges now affecting the whole fund, so that the £1,000,000 proposed to be taken would be set perfectly free.

After a few more observations from Lord ST. LEONARDS and the Earl of DERBY,

The amendment was negatived without a division, and clause 16 was agreed to.

Lord ST. LEONARDS then moved to leave out clause 22, which proposed to take from the chancery suitors the value of the masters offices (which were built at the expense of the Suitors' Fund, and which, by the Masters in Chancery Abolition Bill were vested in the Lord Chancellor upon trust to sell, and pay the proceeds to the Suitors' Fund), and to pay the money to the consolidated fund, so as to form part of the £200,000 which the Government were to pay towards the expenses of the new courts. He contended that this was the operation of the clause, although it was so framed, as not, on the face of it, to show the intention.

\* The following is the list:—

Majority—for leaving out the clause—47.

The peers whose names are printed in Roman characters also voted for Lord Redesdale's amendment, *infra*.

Dukes :	Huntingdon.	Ros.
Marlborough.	Leitrim.	Da Saumarez.
Montrose.	Orkney.	Digby.
Richmond.	Powis.	Egerton.
Rutland.	Seafeld.	Heytesbury.
Marquises :	Tankerville.	Inchiquin.
Waterford.	Viscount :	Kingsdown.
Westmeath.	Hawarden.	Northwick.
Earls :	Lords :	Raglan.
Amherst.	Blayney.	Redesdale.
Bantry.	Bolton.	Saltoun.
Belmore.	Castlemaine.	Sherborne.
Cadogan.	Chelmsford.	Sondes.
Carnarvon.	Colchester.	St. Leonards.
Derby.	Colville.	Tenterden.
Donoughmore.	Delamere.	Tredegar.
Hardwicke.	Denman.	Wynford.
Harewood.		

Minority—for the clause—46.

The peers whose names are printed in Roman characters also voted against Lord Redesdale's amendment *infra*.

Lord Chancellor.	Fife.	Blantyre.
Dukes :	Granville.	Caernarvon.
Argyll.	Romney.	Cromorne.
Devonshire.	Russell.	De Tabley.
Somerset.	St. Germans.	Foley.
Marquises :	Viscounts :	Harris.
Camden.	Eversley.	Houghton.
Clarendon.	Falkland.	Kinnaird.
Earls :	Stratford.	Lveden.
Abingdon.	Sydney.	Manners.
Albemarle.	Torrington.	Maynay.
Bessborough.	Bishops :	Pollimore.
Clarendon.	London.	Stanley of Alderley.
Cork.	Ripon.	Taunton.
Cowper.	St. Asaph.	Vivian.
De Grey.	Lords :	Wenlock.
Ducie.	Abercromby.	
Effingham.		

The LORD CHANCELLOR said that the duty of carrying out the Act of Parliament had fallen upon his noble and learned friend who had moved the amendment; but that noble lord had, on the contrary, dedicated the building to the establishment of a patent-office. He (Lord Westbury) was not disposed, however, to invoke the aid of the Attorney-General, to call on his noble and learned friend to make good what the suitors had lost. The bill before the House would render useless a number of courts and other buildings, including these masters' offices; and it was proposed that £200,000 should be advanced by the Government, in return for which these buildings would be invested in them and applied to such purposes as they might think proper.

Lord ST. LEONARDS said he had not dedicated the masters' offices to any purpose; he had merely allowed them to be used by the department of patents; and the buildings might be sold at any time and applied to the Suitors' Fund.

Lord CHELMSFORD observed that, as he read the clause, it was proposed that the Government should acquire gratis the proprietorship of these masters' offices, which really belonged to the Suitors' Fund.

The LORD CHANCELLOR said that the Government would buy them with a portion of the £200,000.

The House divided—

For the clause .....	46
Against it .....	47-1+

The clause was then struck out, and the bill as amended was passed.

Tuesday, May 9.

#### COUNTY COURTS EQUITABLE JURISDICTION BILL.

The amendments in this bill were reported to the House and agreed to.

#### THE EDMUNDS CASE.

Lord REDESDALE rose to move the resolutions of which he had given notice. The question was one of great importance to this House, as it involved the practice of committees. It was partly personal to himself and partly relating to the committee. The report states, "The committee have examined the chairman of committees as to the knowledge by the members of the select committee (which he attended) of any circumstances which might disentitle Mr. Edmunds to a pension. He stated that there was a general knowledge or a general impression on the part of most of the members of the committee that in consequence of certain pecuniary transactions in which Mr. Edmunds had been concerned in the patent office, he had resigned his appointment in it. But (he added) the petition was presented to the House without observation, and no order was made directing the committee to inquire into it. We had only the facts stated in the petition which was referred to us, and upon those facts we had to inquire what pension Mr. Edmunds should be considered entitled to." It is to be regretted that the committee did not consider it to be their duty, under the circumstances, to act upon their general knowledge or impression, so far as to interpose some delay before the question was finally disposed of in favour of a pension, which, had the circumstances been fully known to them, would probably not have been recommended." Certainly the words put into his (Lord R.'s) mouth were not his words. They were the words of a question put by Lord Stanley, of Alderley. Question 1808, he asked—"I think you stated also that there was a general knowledge or a general impression on the part of most of the members of the committee, that in consequence of certain pecuniary transactions in which Mr. Edmunds had been concerned in the Patent Office, he had been obliged to quit that office and resign his appointment in it?" The answer was "that he had resigned it." I do not know that I can say "obliged" to resign it. The answer only answered the latter part of the question—namely, that which referred to Mr. Edmunds being obliged to resign. Question 1799 and the answer to it were:—"Then it would have occurred to you that it must have been in consequence of his being behindhand in his payments in another office that he wished to retire from the office he held in the House of Lords?"—"I should say that it was my own impression that that was the motive, but at the same time I must add, that

although I do not know what the result of the inquiry before the committee may be, still, considering what I had known of Mr. Edmunds, and imagining that he had made a full payment, I was rather surprised at his having taken that step. I thought it would have been better not to have taken that step with regard to his office in the House of Lords if he could have discharged his duties." I certainly had no notion that there was any charge against Mr. Edmunds which he had not satisfied, or that would preclude him from fulfilling his duties in the House of Lords. Having known Mr. Edmunds for many years in connection with the House of Lords, and having found him in all respects a gentleman and an honourable man, I was not likely to take up the charges brought against him in a loose manner without knowing something on the subject. On the 7th of March in this House, not more than a fortnight or three weeks after the committee had reported, I said to the House, "If I was to express my own opinion, a great deal was caused by Mr. Edmunds's own indiscreetness in resigning his office. I added, "I must regret it because Mr. Edmunds says he has a perfect answer to the charge." But the important point was, what was the opinion of the members of the committee with regard to the charge against Mr. Edmunds, when they met to consider the report which they were to make to the House on the subject? I am sorrow that the whole of my answer in that case has not been given. I think, that those transactions must have been better known to the officers of the Government than to any other parties. The petition was presented to the house without observation, and no order was made directing the committee to enquire into it. We had only the facts stated in the petition which was referred to us, and upon those facts we had to inquire what pension Mr. Edmunds should be considered entitled to." The gist of the answer was, that the petition came down to us as presented by a member of the Government, and that there was nothing to guide the committee. Your Lordships will see that in this matter the committee acted upon the opinion that there was nothing in the case before them which precluded them from taking the subject into their consideration, and that they had no information from any source, and therefore that they considered themselves justified in considering the petition. The petition stated that Mr. Edmunds had served the House for a number of years, and was desirous of retiring and that he prayed the house to award him such a pension as they thought fit. I must remind your Lordships that the retirement of Mr. Edmunds had been already accepted by the House, and that the question of retirement had nothing to do with it; and this is not an unimportant matter with reference to that part of the report in which the committee express their regret that Mr. Edmunds was allowed to resign and thereby withdraw himself from inquiry. There is no use in shutting our eyes to the truth. There was no one who could give an opinion on the matter except a member of her Majesty's Government. They had the matter before them, and if they disagreed with the report it was open to them, and to them alone, to come down and move its rejection. Therefore, the weeks notice was ample notice, if there was any disposition on the part of the Government to bring down any information on the subject. I do not wish to condemn anybody else, but at the same time I must say that I think the sentence in the report is harsh, and perhaps harsher than the committee themselves intended. This business was transacted in the way in which these things are always done, and that there was no irregularity or informality.

Earl GRANVILLE.—I must begin by saying that I impute none but the best possible motives to the noble Lord. The learned Lord seems to think that it was a work of supererogation to allude to the conduct of his committee at all; but in the debate upon the motion to appoint the select committee, it was distinctly stated that one of the parties impugned was the committee of the clerk of Parliament. The chairman of committees objected to the words because it would make the select committee inquire into the conduct of the committee over which he presides, and yet these words were agreed to *nem. con.* by your lordships. I say, therefore, that to shirk that part of the inquiry would have been impossible. Then with regard to the opinion we expressed. Does the noble Lord think it was a tempting subject to us to criticise the conduct of the committee over which he presides. I think if we had stated that the committee had done wrong in not saying we refuse a pension to Mr. Edmunds, they would have a right to complain. But with regard to what we did; if there is one person who has no right to

† The following is the list:—

Majority—for the clause—47.

The forty-five peers, whose names are printed in the majority above in Roman characters, and the Earl of Romney and the Bishop of Oxford.

Minority—against the clause—44.

The forty-four peers whose names are printed in the minority above in Roman characters.

complain, that person is the noble Lord the chairman of committees. All that we did was to express our regret that with the general knowledge and the impression which prevailed in the minds of the committee, they should not have interposed some delay before they came to final decision. Now, this was exactly what the noble Lord wished, but he was overcome by the rest of the committee. It is most satisfactory to find that the rest of the select committee agree with us in exonerating the Lord Chancellor from any unworthy motives, though they say that there was an error in judgment in not communicating information. We do not attempt to say that there was not an error in judgment on the part of the noble and learned Lord in not communicating with the committee. Communication with him was perfectly easy; and the committee might have made inquiry of him respecting what formed the subject of their general knowledge or impression.

The Earl of HARDWICKE said he was very much struck with the position in which the house was placed. If there were any fault, he thought it had been committed by the House and not by the committee. It was for the house to determine whether M. Edmunds was to have a pension. He, for one, felt himself injured when we read in the newspapers that he was a party to granting this pension to a person who had been guilty of defalcation. He had never heard of it. Those who knew of the delinquency of Mr. Edmunds were parties who should have called the attention of the house to it. The President of the Council was the man who more properly should have called the attention of the House to the character of Mr. Edmunds than the chairman of the committee. He thought the committee had perfectly performed its duty, and they ought to vindicate the committee, if not by the actual words of the resolution, by other words to the same effect.

Lord EVERSLY said that there was no precedent for one committee censuring another committee for not acting in direct contravention of the rules of the House. He apprehended that it would have been perfectly irregular to have allowed any other matter than that which was referred to them to interfere with their proceedings. Still less would it have been right for the committee to have postponed the matter. It was impossible for the committee to have inquired into the conduct of Mr. Edmunds at the Patent Office, of which they were entirely ignorant. He hoped the House would see that the committee was not very fairly dealt with when there were two of its members, who were conversant with the facts of the case, who, if they could not attend, did not communicate what they knew of the conduct of Mr. Edmunds. If those noble lords had been in attendance they could not have allowed the committee to decide the case without putting them in possession of the facts with reference to Mr. Edmunds' conduct at the Patent Office; and therefore they ought not to have allowed the committee to be ignorant.

The Earl of WICKLOW said it appeared to him that the difficulty in which the committee had been involved had arisen entirely out of the course pursued by the noble and learned Lord on the Woolsack, in not stating the facts within his knowledge when presenting the petition.

Lord LYVEDEN hoped the House would not remedy one error by falling into another, which they would do by adopting the resolution of the chairman of committees.

The Earl of DERBY.—I cannot consent to affirm that which my noble friend desires the House to affirm—namely, that under the terms of the reference to them, it was their bounden duty to consider nothing at all but the pension. The main point to be considered was not whether the pension should be £700 or £800 a-year, but whether Mr. Edmunds was entitled to a pension at all. It was their bounden duty to inquire whether he was entitled to have any pension. That was part of the inquiry. The order to us was to inquire into all the circumstances connected with the giving to Mr. Edmunds of his office, and also into all the circumstances connected with the granting of the pension by this house. What were the circumstances? The first thing was that the committee has recommended that he should have a pension. How came the committee to make that recommendation? Because they were left in ignorance of the facts of the case. We regretted that, with the rumours that were current, they did not inquire into circumstances; but we regretted infinitely more that they had not been informed of them. The course of this discussion leads me still more to regret the decision come to, and that the committee passed over the draft report, which I think stated more clearly the facts of

the case. The petition was presented by the Lord Chancellor to this House, praying for a retiring allowance, with the full knowledge of the case, and with a full knowledge on the part of the Government that he had a full knowledge of the case. Well, here are the circumstances. The petition was presented by the Lord Chancellor, a leading member of the Government, with a full knowledge of the circumstances of the case; and having brought the question before his colleagues, who had told him that it was his bounden duty to lay all the circumstances before the House, he presents the petition without a word of explanation. I will not say that the resignation was extorted from Mr. Edmunds, but I will say this, that Mr. Edmunds was informed that unless his resignation was in the hands of the Lord Chancellor before a particular day the circumstances would be laid before the House, and the resignation was in the hands of the Lord Chancellor before that day, and the Lord Chancellor presented a petition, on the strength of which Mr. Edmunds was awarded a pension of £800 a-year. I do not know how it was that during the week which elapsed subsequent to the report of the committee recommending the pension neither the noble and learned lord on the woolsack, nor any members of the Government, they being cognisant of the facts, called the attention of the House to the effect of the report of the committee. I say that the withholding of these circumstances from the committee was the first and primary cause of all the embarrassment that followed. I say if there is difficulty and embarrassment, and if any reflections have been cast upon the house, it is owing to the course pursued by the Government, and more especially the course pursued by the noble and learned lord on the woolsack. I speak in the name of all the committee when I say that not one of us thought for a single moment of imputing blame or casting the slightest censure on the conduct of the motives of the select committee.

Earl RUSSELL said,—There can be no doubt with regard to the assertion of the noble lord that the committee was one of a judicial character, and I think there can hardly be any doubt that being of a judicial character it preformed its duties most impartially and with very great ability, and that they have presented to the House a very clear statement of the facts which have occurred. The Lord Chancellor, after stating that he had consulted Lord Cranworth and Lord Kingsdown, says, "When I found that the House of Lords was the tribunal, I asked the cabinet, is it my duty to bring it before the House of Lords? Not whether I was justified in doing so, but is it my bounden duty to do it? They said 'yes,' but that was only in order that the House of Lords might no longer have that officer, and when that officer retired I then determined for myself, rightly or wrongly (I take all the responsibility of it) that I would not interfere actively to prevent his having a pension." I think that the Lord Chancellor has stated most fairly and truly that that was the question raised before the cabinet, and the cabinet decided that it was the duty of the Lord Chancellor, if Mr. Edmunds retained his situation, to produce the papers. There was a further question of whether Mr. Edmunds was to receive a pension without any intervention or objection on the part of the Government. That question was never considered by the cabinet at all, although one or two members may have conversed on the subject, but I am decidedly of opinion that if the Lord Chancellor had asked the cabinet the question whether, supposing Mr. Edmunds should ask for a pension, and it was proposed that the matter should be considered by a committee, the papers should be laid before the House, the cabinet would have stated that it was necessary to do so. With regard to the chairman of the committee, every one will recognize his ability and fairness, and judgment, and the suggestion he made to interpose some delay before granting the pension was a proof of the correctness of his judgment.

The Marquis of BATH said the question really turned on this—was the case referred to the committee as an ordinary case, or was it referred under such special circumstances as to require an extraordinary inquiry? If it was simply an ordinary case, the duty of the committee would consist in inquiring into the length of service of Mr. Edmunds and the amount of pension to which he was entitled. The President of the Council had stated that there were special circumstances requiring special attention. Now what were they? They were rumours of a very vague character. It was rumoured that a pressure had been put upon Mr. Edmunds by the noble Lord on the woolsack, to resign not only his

Patent Office, but also his office of reading clerk. There were rumours at that time that the Lord Chancellor was in possession of all the particulars of the case, and when he moved to refer Mr. Edmunds' petition to the committee, he could not for a moment suppose there were any circumstances in Mr. Edmunds' case which would disentitle him to a pension. If there had been, the petition ought not to have been referred to the committee without some explanation. If the committee were to blame, the House in adopting that report was equally to blame. The report was waiting seven days for adoption, during which time any noble lord might have interfered, and his not doing so the House was in the same position as the committee, and any censure on the committee was essentially a censure on the house. The real fact was that the committee was made the scapegoat to save certain members of the Government. If the committee were not at all in fault, the Government were entirely in fault, and the object was to save the members of the Government, and especially the noble lord on the woolsack, who, being aware of all the circumstances of the case, did not inform the House of them, and who by a private communication with the committee might have stopped the granting of the petition if they had wished it.

The Earl of HARROWBY said that he could not understand why it was, when the cabinet knew of Mr. Edmunds' defalcations, they did not come forward and do that which Earl Russell had said would have been the course they would have adopted if they had been consulted on granting him his pension.

The Duke of SOMERSET said that the cabinet knew nothing more about the matter than what had been stated by Earl Russell, viz., that there had been defalcations on the part of Mr. Edmunds. The matter was submitted to the law officers of the Crown, and they were of opinion that it was not a case for a criminal prosecution. He was not then aware of any of the details of the case.

Lord CHELMSFORD said the noble duke had stated that the law officers of the Crown were of opinion that no criminal proceedings could be instituted against Mr. Edmunds. On the contrary, five days before Mr. Edmunds' petition for a pension was presented, the law officers of the Crown gave it as their opinion that criminal proceedings might be taken against Mr. Edmunds, but they went on to say that in consequence of the facts having been extracted from Mr. Edmunds' statements, they were not prepared to advise that criminal proceedings should be taken.

Lord REDESDALE, in reply, said that if the members of the cabinet did not consider themselves justified in acting on rumour, still less could the committee do so.

The previous question was then put and agreed to.

Lord WYNFORD presented a petition from Mr. Edmunds, complaining that he had been taken by surprise by the motion given by Earl Granville for rescinding his pension, and praying to be heard at the bar of their lordship's House by counsel before they agreed to the noble earl's resolution. The noble lord said that whatever might have been the errors of that gentleman, he had withheld no information from the committee which it was in his power to give; and he had made admissions which, if he had had legal advice, he would probably not have made.

Earl GRANVILLE rose, pursuant to notice, to propose the following resolution:—"That the resolution of the House of the 24th of February, agreeing to the report of the committee on the office of the Clerk of the Parliaments and office of Gentleman Usher of the Black Rod, made on the 17th of February, so far as relates to the recommendation of the said committee that a retiring provision of £800 per annum should be allowed to L. Edmunds, Esq., be rescinded." He wished to say nothing to aggravate the charges against this gentleman, with whom they had all been for so many years in frequent communication, not only in that House, but in committees upstairs; but for the sake of public morality, and for the honour of the House, he felt bound that the order granting this pension be rescinded.

Lord REDESDALE said there could only be one feeling on the subject as to the regret their Lordships must have to find an old servant of the House in such a position. Mr. Edmunds had, however, himself been evidence against himself, and he thought it only reasonable that he should be heard in his own defence, as he wished it. The House was about to condemn a man unheard.

The Earl of DONOUGHMORE hoped the course proposed to be taken had been decided upon under legal advice.

Lord TAUNTON supported the motion.

Earl GRANVILLE said he had conferred with and taken the opinions of two learned lords in that House, their opinion being that it was in the power of the House to rescind the order, and that sufficient cause had been shown in this case for that purpose.

The Marquis of BATH was anxious for the honour of their lordships' House, that they should pause before they passed the resolution. They should remember that Mr. Edmunds was not the only person whose acts and conduct had been animadverted upon in the report of the committee. He did not oppose the motion of the noble earl, but he hoped that some means would be afforded to Mr. Edmunds to bring his case before the House.

Lord CRANWORTH said he was the only learned lord in the House who had not taken any part in these proceedings. Of course, as an abstract proposition, if any accused person desired to be heard in his defence, it was not a question for a lawyer, but a question of common fairness whether he ought not to be. But the question here was, whether Mr. Edmunds, having been heard before the committee, was entitled to be heard again. If it was put to him as a matter of opinion he was bound to say that he did not think Mr. Edmunds had any right to be heard again.

The motion was then put by the LORD CHANCELLOR and carried *nem. con.*

Petitions praying for the abolition of the Annual Certificate Duty were presented during the week—by Mr. Scholefield, from the Birmingham Law Society; by Mr. A. Turner, from the Manchester Law Association; by Mr. Mousell, from the attorneys of Limerick; by Mr. Rogers, from the attorneys and solicitors of Helston; by Mr. Tite, from the solicitors of Bath; by Mr. Murray, from the attorneys of Tenby; by Mr. Adeane, from the solicitors of Cambridge; by Captain Frye, from the attorneys and solicitors of Cardigan; by Captain Lowther, from the attorneys and solicitors of Maryport; by Mr. Murray, from the attorneys and solicitors of Portsmouth, Ruthin, and Ripon; by Mr. Clay, from the solicitors of Hull; by Mr. Pilkington, from the attorneys and solicitors of Blackburn; and by Mr. Baxter, from the writers of Arbroath.

*Thursday, May 11.*

#### COUNTY COURTS EQUITABLE JURISDICTION BILL.

After a few words from Lord ST. LEONARDS, in opposition, this bill was then read a third time and passed.

#### HOUSE OF COMMONS.

*Thursday, May 11.*

#### THE REGISTRARSHIP OF THE LEEDS COURT OF BANKRUPTCY.

Mr. FERRAND gave notice that on Monday next he should ask the Attorney-General whether it was true that Mr. Henry Sedgwick Wilde, when registrar of the Court of Bankruptcy at Leeds, was called upon by one of the bankruptcy officials by authority to resign his office, and that he refused to do so; whether Mr. Wilde was then informed that if he would resign at once and obtain a medical certificate, he should have a pension of £600 a-year, although he was then in a good state of health; whether he did obtain such medical certificate and resign, and was the pension so promised granted or sanctioned by the Lord Chancellor? Was Mr. Wilde, on his resignation, succeeded by Mr. Welch, who was then in a precarious state of health; was it arranged that Mr. Welch should hold the office until the reversal of the outlawry of Mr. Richard Bethell? Was Mr. Richard Bethell's appointment made out after his outlawry was reversed; and did he attend the Bankruptcy Court at Leeds, on or about the 24th of February last, and state to the officials that he was appointed registrar?

#### IRELAND.

##### THE SULLIVAN PRIZE ESSAY FOR 1865.

The Solicitor-General has selected the following as the subject for this essay:—"The system of Legal Reporting in this country and in England, with suggestions for its improvement."

##### COURT OF QUEEN'S BENCH.

*Attachment of Debts—Executor—Legatee—Common Law Procedure Act (England), 17 & 18 Vict. c. 125, s. 61.*

*Duff v. Browne.*—This was an application under the 63rd section of the Common Law Procedure Act (Irish), 1856, s. 63, to attach a fund standing in the name of an executor in the Bank of Ireland, the assets of a deceased testator. The

application was made on behalf of the creditor of the legatee under the will.

The Court was of opinion that the section did not warrant an order to tie up any portion of the funds in the executor's hands, as it would have the effect of taking from him the power of distributing the assets according to the legal rights of the parties. In this case the legacy was not a specific one, and the funds were not ear-marked sufficiently to enable the Court to attach the funds. The order was accordingly discharged.

Counsel for executor, The Attorney-General and Mr. Finch White. For the creditor, Solicitor-General and Mr. George Malley.

#### LIBEL—NEWSPAPER PROPRIETOR—PRIVILEGE.

*Whelan v. Knox.*—This was an action against the proprietor of the *Irish Times*, for alleged libel contained in a letter addressed to the Grocers and Vintners Society, in which it was stated that some members of the Dublin Provident Printers' Association held drunken orgies at four o'clock in the morning, and bribed publicans to open houses for the purpose of destroying a whole establishment; and that these men, on the 30th of August last, proceeded to the house of the plaintiff, who admitted them at four o'clock in the morning, and supplied them with all kinds of drink, and that there a plan was arranged for striking at his establishment, namely, the *Irish Times* office. The defendant had filed a plea justifying the letter as being of the nature of a privileged communication.

Mr. Butt, M.P., Q.C. (Mr. O'Driscoll with him), having moved to set aside this plea, Mr. Dowse, Q.C., and Mr. Kaye, were now heard in support of the defences.

The defendant had an interest in the matter about which he wrote, and he had a duty to perform to himself, and was, therefore, protected. He had an interest in the matter that publicans should not keep their houses open at unreasonable hours, and that the printers should not combine against him, and he had a duty to perform in endeavouring to prevent his property being injured. If a party had an interest in the communication he was protected; and if he had a duty to perform, even a duty that might not be of a legal or binding obligation, but a moral duty, of imperfect obligation.

Mr. Justice O'Brien said that the defences could not be sustained on any of the grounds offered in support of them.

Mr. Justice Hayes said that Captain Knox had here neither interest nor duty. He had suffered no real grievance at the hands of the plaintiff; who, if he kept open his place at an irregular hour, was not answerable to him but to the police.

Mr. Justice Fitzgerald said Captain Knox had involved himself in a matter with which he had nothing to say.

The plea could not be sustained. Judgment accordingly.

#### COURT OF COMMON PLEAS. (Before the full Court.) *Sct-off—Directors' Fees.*

*The English and Irish Bank v. Gray.*—This case came before the Court on demurrer to the replication. The action was for £500, the amount of an overdrawn account. The defendant admitted the overdraw, but pleaded a set-off, to the effect that he was one of the Dublin directory of the bank, and entitled to the amount claimed for services. The plaintiffs replied, alleging that no director was entitled to fees until an allocation had been made for the purpose, and that no allocation had been made. To this the defendant demurred.

Messrs. Macdonogh, M.P., Q.C., and Tandy were heard for the plaintiffs; Messrs. Dowse, Q.C., and Byrne for the defendant.

The Court overruled the demurrer.

#### SOCIETIES AND INSTITUTIONS.

#### NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

The fourteenth meeting of the Department of Jurisprudence and Amendment of the Law of this association, was held on Monday at the office, 1, Adam-street, Adelphi, Mr. Daniel, Q.C., in the chair, when a discussion took place on the "Registration of Titles to Land." Mr. Torrens opened the proceedings by referring to the operation of Lord Westbury's Act, which was now before the House of Lords, by which Ire-

land would receive the benefit of that system of registration now in operation in Australia. The bill proposed to apply the system of registration of titles to estates as they passed through the present Landed Estates Court, which would do away with the great difficulty of first placing a title upon the record. To the mechanical portion of the working of the Act, however, he objected, on the ground of its complication. A lengthy debate, in which Mr. Wilson and others took part, followed, at the conclusion of which the meeting separated.\*

#### LAW STUDENTS' JOURNAL.

#### CANDIDATES WHO PASSED THE FINAL EXAMINATION.

*Easter Term, 1865.*

Name of Candidates.	To whom articled, assigned, &c.
Adams, Francis Thomas .....	Edward Hopkins.
Amos, John James .....	George Amos; George L. P. Eyre.
Anderson, John Eustace.....	Eustace Anderson.
Atkinson, John .....	Richard Gibson.
Batham, William .....	William Bristow.
Beavan, Horace Charles.....	Frederick Last.
Belle, George .....	John Wilkinson Smith.
Bellamy, Miles Coverdale .....	Wm. Kimberley; Edwd. Russell Pope; John M. Green.
Bendle, Charles .....	Joseph Bendle.
Best, William .....	James Ralfe.
Blackburne, Gilbert Ireland .....	George William Nalder ; James R. Bramble.
Montague, B.A. ....	Edmund Davies ; Henry Bernard.
Bleek, Charles Albert, B.A. ....	George Boulton.
Boulton, Edward.....	Jeremiah Briggs.
Briggs, William .....	John William Hawkins ; Edward Bloxam.
Bulley, William Engelberts .....	Thomas Bennington Acton.
Bury, Thomas .....	William Lund.
Butcher, Webster .....	Fk. William P. Cleverton ; George F. Jackson.
Cooper, William David Seymour .....	William Bush Cooper ; Chas. H. Hodgson.
Daw, Charles James .....	William Cornish Cleave.
Edwards, David, B.A. ....	William Lloyd ; Charles C. Ellis.
Eldridge, William .....	John Wells.
Ellison, John .....	James Cater.
Fox, John Bohun Chandler .....	Joseph Phillips, jun.
Frame, Thomas .....	William Harry Surman.
Fry, Samuel, jun. ....	Charles Kingdon ; E. Shearn.
Fullagar, Walter Palmer .....	Harry James Davis.
Goulter, Morse.....	Charles Taddy.
Gustard, Henry Stafford .....	Martin Curtler.
Hamblin, Frederick Harcourt Hanchett, William John .....	John Philip Martineu.
Henry .....	Ephraim Wayman.
Harris, Alfred Edmund .....	Charles M. Stretton.
Hebb, William.....	Thomas Seare Merrifield.
Heslop, William .....	James Arnott ; Thos. Chater.
Hind, Jesse .....	George Devereil.
Hothersall, Thomas.....	William Wheeler.
Hubbard, John.....	Arthur Brewin.
Hughes, Edward Arthur.....	Thomas Hughes ; G. Thomas.
Hugo, William Henry Temple.....	James Searle.
Hunter, Leslie .....	James Harvie Linklater.
Hustwick, Thomas Henry .....	Thomas Hustwick.
Ineson, John Forster .....	John Pick Allison.
Jarrold, Charles Frederick .....	Edmond Foster.
Jones, Joseph John Alley .....	Thomas Alley Jones.
Jones, Watson Robert .....	Joseph Bridgeman.
Joynt, George .....	Thomas Potter Burbury.
Kilvington, Fredk. Richard .....	Charles Walter.
Kimber, Edmund .....	Henry Kimber.
Knight, John .....	John Henry Kays.
Lake, Evan .....	Montague Kingsford.
Lang, Hickman .....	George L. Lang ; Charles P. Wood.

\* We have been kindly furnished with the papers, and propose to return to the subject next week.—ED. S. J.

Name of Candidate.	To whom Articleled, Assigned, &c.
Lanyon, John Rodolphus .....	Francis H. Cock.
Larken, Francis Roper .....	Robert Toynbee.
Levirton, Maurice Harris .....	Edwin Howard.
Lloyd, William Wynn .....	John Robert Griffith.
Lowes, Christopher John .....	John C. Pawle.
Lupton, Thomas .....	Paul Catterall.
McKeever, James .....	Anthony B. Were.
Manby, William Edward .....	William Manby ; George W. Greenwood.
Marsh, Henry .....	William Sharpe.
Martin, James Conolly .....	William Henry Rennolls.
Maudner, William Robert Wreford .....	Edmund J. H. W. Clarke.
Mesnard, Charles Leonard .....	George S. Ranson.
Mitchell, William .....	Richard Enfield.
Mitton, Welbury James .....	John Taylor.
Molineux, Charles Hurlock .....	Bernard Hussey Hunt.
Neate, Arthur Edmund .....	Henry Ford ; Edwd. F. Bigg ; Charles Mallam.
Nussey, Antony Foxcroft, B.A. ....	John P. Fearon.
Pateman, John Thomas .....	Richard Henry G. Wilson.
Payne, Robert Sugden .....	Richard Algernon Payne.
Philipson, Joseph Atkinson .....	Robert R. Dees.
Pocock, John Neat .....	James Sharp.
Pode, John Spurzell .....	Nicholas Were.
Poncione, John Paul, jun. ....	William James Scott.
Porter, James Biggs .....	Henry F. T. Miller ; William Dunn.
Prescot, Charles Warre, B.A. ....	Henry Leigh Pemberton.
Prior, John .....	Joseph Prior ; W. C. Cruttwell.
Rigby, Frank Dixon .....	Richard W. Lovesy.
Robson, Shaftoe .....	John Hunter.
Roden, William Mason .....	William Boycott.
Rose, Philip Frederick .....	Philip Rose.
Salmon, Edgar Everard .....	Charles Cotes ; John Satchell.
Scard, John Cowper .....	John Scard.
Scott, Thomas .....	Joseph Arrowsmith.
Sharp, William Thomas .....	John Sharp.
Shrapnell, Henry .....	George Spackman.
Sidgwick, Edward, B.A. ....	John Taylor ; Henry Roscoe.
Smale, William .....	Tom John Pitts Tucker.
Stamp, Edmund Archibald .....	Edmund Stamp.
Steel, Thomas, jun. ....	William Joseph Young.
Sugg, Hubert Henri .....	Joseph Shaw ; Michael Jessop.
Sydney, Edward Isaac .....	Sydney Isaac Sydney.
Taylor, Thomas Crompton Farnworth .....	Robert Taylor ; Wm. Brittan ; R. Taylor.
Tilsley, Hugh .....	Paul O. H. Reed.
Tippett, Edward Peter .....	Philip M. Little.
Topham, Francis Willowes .....	Adam Knowles ; John Cutts.
Tunstall, Charles William .....	George Augustus Hilleary.
Ware, Richard .....	Reginald Amphlett Parker.
Waterworth, John James .....	Thomas Waterworth.
Wavell, Edmund Minson, jun. ....	Edmund Minson Wavell.
Weedon, George .....	William Gardiner.
Welby, Charles Oughton .....	Adlard Welby.
Wightman, Arthur .....	Bernard Wake.
Willett, Archibald Edward .....	Thomas Hanworth Rackham.
Wilson, Charles Maurice .....	Thomas Senior.
Wilton, Edward Henry .....	George Smith.
Wise, William .....	Henry Augustus Salmon.
Witham, Philip .....	Francis Ridout Ward.
Woodcock, Thomas, jun. ....	Thomas Woodcock.

#### EXAMINATIONS AT THE INCORPORATED LAW SOCIETY, EASTER TERM, 1865.

##### FINAL EXAMINATION.

The examiners have recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:-

ARTHUR WIGHTMAN, clerk to Messrs. W. & B. Wake, of Sheffield; and Messrs. Pattison & Wigg.

LESLIE HUNTER, clerk to Messrs. J. & J. H. Linklater & Hackwood.

FRANCIS ROPER LARKEN, clerk to Mr. Robert Toynbee, of Lincoln; and Messrs. Scott & Co.

EDMUND ARCHIBALD STAMP, clerk to Mr. Edmund

Stamp, of Honiton ; and Messrs. Robinson, Barlow, & Bowling.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:-

To Mr. Wightman, the Prize of the Honourable Society of Clifford's Inn.

To Mr. Hunter, Mr. Larken, and Mr. Stamp, one of the prizes of the Incorporated Law Society each.

The following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:-

JOHN JAMES AMOS, clerk to Mr. George Amos, of Wye, Kent ; and Messrs. Eyre & Lawson.

THOMAS BURY, clerk to Mr. Thomas Bennion Acton, of Wrexham ; and Brooksbank & Galland.

WATSON ROBERT JONES, clerk to Mr. Joseph Bridgman, of Chester.

JAMES BIGGS PORTER, clerk to Mr. H. F. T. Miller, and Mr. William Dunn, both of Frome ; and Messrs. Whitakers & Woolbert.

HUGH TILSLEY, clerk to Mr. Paul Octavius Haythorne Reed, of Bridgwater.

The council have accordingly awarded them certificates of merit.

The following candidates would have been entitled to prizes or certificates of merit if they had not been above the age of 26 :—

CHARLES LEONARD MESNARD.

FREDERICK RICHARD KILVINGTON.

JOHN PAUL PONCIONE, Jun.

WILLIAM SMALE.

Number of candidates examined, 112 ; passed, 109 ; postponed, 3.

#### TRINITY TERM.

##### FINAL EXAMINATION.

The Examiners have appointed Tuesday, 6th, and Wednesday, 7th June, for the examination of persons applying to be admitted attorneys. Candidates are to attend at half-past nine a.m. each day, at the Hall of the Incorporated Law Society, Chancery-lane. The examination will commence at ten a.m. precisely, and close at four p.m.

The regulations as to articles of clerkship and assignment, &c., approved by the judges, will be found *ante p. 171*. Wednesday, the 24th inst., is the last day on which such articles, &c., can be left with the secretary.

##### INTERMEDIATE EXAMINATION.

The Examiners have appointed Thursday, 8th June, for the intermediate examination of persons under articles of clerkship to attorneys. Candidates are to attend at half-past nine a.m., at the Hall of the Incorporated Law Society, Chancery-lane. The examination will commence at ten p.m. and close at four p.m.

The regulations as to the articles of clerkship and assignment, approved by the judges, have already appeared in this Journal.\* Wednesday, the 17th inst., is the last day on which such articles, &c., can be left with the secretary.

#### LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 9th inst., Mr. Addison in the chair, the following question was discussed, viz.:—

"A brought a horse worth £500 into premises belonging to a railway company for the purpose of its being conveyed on their line. Whilst the horse was on the company's premises, but before a ticket had been taken for it or its value declared, it sustained injuries through the carelessness and negligence of the company, which caused its death. Is the liability of the company restricted to £50 ?"

See 17 & 18 Vict. c. 31, s. 7. *Hodgman v. West Midland Railway Company*, 12 W. R. 1054.

Mr. Sangster Green opened the question in the affirmative, but the society came to a decision in the negative.

THE SUCK FISHERY.—We have just seen a letter giving the opinions of Mr. Brewster, Q.C., and Mr. Butt, Q.C., to the effect that proprietors of land adjoining fresh water rivers forfeit their right to a fishery if they allow the public to fish for twenty years without hindrance. Mr. Brewster considers the law as regards fisheries to be the same as regards land or other property—viz., if undisputed possession be enjoyed for twenty years, there can be no exclusive claim.—*Western Star*.

## COURT PAPERS.

CHANCERY Sittings.—TRINITY TERM, 1865.  
LORD CHANCELLOR.  
Westminster.

Thurs. May 25	App. mnts. & apps.	V. C. Sir R. T. KINDELEY.
	Lincoln's Inn.	Westminster.
Friday .....	26. Petns. & appeals.	
Saturday .....	27 { Apps. in bkey. &	Lincoln's Inn.
Monday .....	29 } Appeals.	Petns. adj. sums., & general paper.
Tuesday .....	30 } Appeals.	Sht. causes, adj. sums., & gen. pa.
Wedn. ....	31 { Apps. in bkey. &	General paper.
Thurs. June 1	App. mnts. & apps.	
Friday .....	2. Appeals.	
Saturday .....	3 { Apps. in bkey. &	
Monday .....	4 } Appeals.	
Tuesday .....	5 } Appeals.	
Wednesday .....	7 { Apps. in bkey. &	
Thursday .....	8. App. mnts. & apps.	
Friday .....	9. Appeals.	
Saturday .....	10 { Apps. in bkey. &	
Monday .....	12 } Appeals.	
Tuesday .....	13 } Appeals.	
Wednesday .....	14 { Ptns., apps. in bkey. & apps.	
Thursday .....	15. App. mnts. & apps.	

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

## MASTER OF THE ROLLS.

Thurs. May 25	No sitting.
	Chancery-lane.
Friday .....	26. Mnts. & gen. pa.
Saturday .....	27 { Adj. sums., and general paper.
Monday .....	29 }
Tuesday .....	30 General paper.
Wednesday .....	31 Mnts. & gen. pa.
Thurs. June 1	App. mnts. & pa.
Friday .....	2. General paper.
Saturday .....	3 { Adj. sums., and general paper.
Monday .....	5 }
Tuesday .....	6 General paper.
Wednesday .....	7 }
Thursday .....	8. Mins. & gen. pa.
Friday .....	9. General paper.
Saturday .....	10 { Adj. sums., and general paper.
Monday .....	12 }
Tuesday .....	13 General paper.
Wednesday .....	14 }
Thursday .....	15. Mnts. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

## LORDS JUSTICES.

Thurs. May 25	Appal motions.
	Lincoln's Inn.
Friday .....	26 { App. mnts. petns. in lunacy, app. pins, and apps.
Saturday .....	27 }
Monday .....	29 }
Tuesday .....	30 Appeals.
Wednesday .....	31 }
Thurs. June 1	App. mnts. & apps.
Friday .....	2 { App. petns., and apps.
Saturday .....	3 Appeals.
Monday .....	5 }
Tuesday .....	6 { Appal from the Co. Palatn. of Lancstr. & apps.
Wednesday .....	7 Appeals.
Thursday .....	8. App. mnts. & apps.
Friday .....	9 { App. petns., and apps.
Saturday .....	10 }
Monday .....	12 }
Tuesday .....	13 Appeals.
Wednesday .....	14 }
Thursday .....	15. App. mnts. & apps.

NORICE.—The days (if any) on which the Lords Justice shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

## QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir ALEXANDER EDMUND COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Trinity Term, 1865.

## IN TERM.

Middlesex.

1st sitting, Friday, May 26 | 3rd sitting, Thrsdy., June 8  
2nd , Thursday June 1

There will not be any sitting during Term in London.

## AFTER TERM.

London.

Friday..... June 16 | Thursday..... June 29

The Court will sit at 10 o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

N.B.—The Associates' Offices will be closed on Wednesday, the 24th of May, being the Queen's birthday. Causes for trial at the first sitting must be entered not later than Tuesday, the 23rd May.

## BUSINESS OF THE COURT.

Mr. Justice Blackburn announced, in the course of the day, as to the sittings *in banc* out of Term, on the three days following the close of the Term, that the New Trial Paper would be taken on the first two of those days—viz., the Friday and Saturday—except as to cases tried before the Lord Chief Justice, which, as he would be engaged at Nisi Prius, could not be conveniently taken in his absence, until the cases in that paper were disposed of; and afterwards—that is, on the third day, Monday next—or on the two previous days if the New Trial Paper should fail—the Special Paper would be taken. That paper, however, would not be taken on the first two days unless or until the New Trial Paper was disposed of.

## COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir WILLIAM ERLE, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Trinity Term, 1865.

## IN TERM.

Middlesex.

Friday..... May 26 | Thursday..... June 8  
Thursday..... June 1

The Court will not sit in London during term.

## AFTER TERM.

London.

Friday..... June 16 | Wednesday..... June 28

The Court will sit during and after Term at 10 o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Wednesday, May 24, being the Queen's birthday, the Associate's Office will be closed on that day. Causes for trial at the first sitting in Middlesex must be entered not later than Tuesday, May 23rd.

## EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Trinity Term, 1865.

## IN TERM.

Middlesex.

1st sitting, Friday, May 26 | 3rd sitting, Thursday, June 8  
2nd , Thursday June 1

The Court will not sit in London during Term.

## AFTER TERM.

London.

Friday..... June 16 | Wednesday..... June 28

The Court will sit during and after Term at 10 o'clock.

Wednesday, the 24th May, being the Queen's birthday, the Associate's Offices will be closed on that day. Causes for trial at the first sitting must be entered not later than Tuesday, the 23rd May.

## PUBLIC COMPANIES.

The Royal Insurance Company have entered into their new premises, known as the Royal Insurance-buildings, Lombard-street.

## ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 11, 1865.

[From the Official List of the actual business transacted.]

## GOVERNMENT FUNDS.

3 per Cent. Consols, 90 <i>s</i>	Annuities, April, '85—
Ditto for Account, Jan. 8—	Do. (Red Sea T.) Aug. 1908—
3 per Cent. Reduced, 85 <i>s</i>	Ex Bills, £1000, 6 per Ct. pm
New 3 per Cent., 88 <i>s</i>	Ditto, £500, Do, pm
Do, 3 <i>d</i> per Cent., Jan. '94—	Ditto, £100 & £200, Do, 3 pm
Do, 2 <i>d</i> per Cent., Jan. '94—	Bank of England Stock, 3 <i>d</i> per
Do, 5 per Cent., Jan. '73—	Ct. (last half-year)—
Annuities, Jan. '80—	Ditto for Account,—

## INDIAN GOVERNMENT SECURITIES.

India Stock, 16 <i>p</i> Ct. Apr. '74, 216 <i>p</i>	Ind. Env. Pr., 5 p C., Jan. '72—
Ditto for Account,—	Ditto, 5 <i>d</i> per Cent., May, '79—
Ditto 5 per Cent., July, '70, 106 <i>p</i>	Ditto, Debentures, — per Cent.,
Ditto for Account,—	April, '81—
Ditto 4 per Cent., Oct. '88—	Do, Do, 5 per Cent., Aug. '66—
Ditto, ditto, Certificates,—	Do, Bonds, 4 per Ct., £1000, — pm
Ditto Enfaced Ppr., 4 per Cent.—	Ditto, ditto, under £1000, — pm

## RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	96
Stock	Caledonian	100	130 <i>4</i>
Stock	Edinburgh and Glasgow	100	92
Stock	Glasgow and South-Western	100	108
Stock	Great Eastern Ordinary Stock	100	46 <i>3</i>
Stock	Do., East Anglian Stock, No. 2	100	7 <i>9</i>
Stock	Great Northern	100	131
Stock	Do., A Stock*	100	145
Stock	Do., B Stock	100	133
Stock	Great Southern and Western of Ireland	100	88
Stock	Great Western—Original	100	73 <i>4</i>
Stock	Do., West Midland—Oxford	100	53
Stock	Do., do.—Newport	100	48
Stock	Do., do.—Hereford	100	104
Stock	Lancashire and Yorkshire	100	121 <i>4</i>
Stock	London and Blackwall	100	90
Stock	London, Brighton, and South Coast	100	107
Stock	London, Chatham, and Dover	100	41 <i>6</i>
Stock	London and North-Western	100	121 <i>4</i>
Stock	London and South-Western	100	98 <i>4</i>
Stock	Manchester, Sheffield, and Lincoln	100	62
Stock	Metropolitan	100	135 <i>4</i>
10	Do., New	£1:10	3 pm
Stock	Midland	100	133 <i>4</i>
Stock	Do., Birmingham and Derby	100	106
Stock	North British	100	56
Stock	North London	100	118
10	Do., New, 1864	5	14 pm
Stock	North Staffordshire	100	79
Stock	Scottish Central	100	144
Stock	South Devon	100	58
Stock	South-Eastern	100	65 <i>4</i>
Stock	Taff Vale	100	158
10	Do., C	3	4 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	49

\* A receives no dividend until 6 per cent. has been paid to B.

## ESTATE EXCHANGE REPORT.

## AT THE GUILDHALL HOTEL.

April 24.—By Messrs. NORTON &amp; TRISTRAM.

Freehold property, situate Nos. 133 and 136, Cheapside, and 49, Gutter-lane, City, producing £720 per annum—Sold for £21,000. Freehold property, known as the Shelton-hall Estate, Norfolk, consisting of a mansion, farms, with farm-houses, and buildings, land, cottages, &c., comprising 1,193 acres—Sold for £37,900.

Policy of assurance in the Victoria and Legal and Commercial Life Assurance Company for £1,500, with bonus of £102 7*s*. 6*d*, thereon on the life of a gentleman aged 60 years—Sold for £190.

May 2.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold premises, being No. 79, Gracechurch-street, City; estimated value, £1,000 to £1,200 per annum—Sold for £13,500.

Leasehold premises, situate in St. John's-lane, West Smithfield; term, 82 years unexpired; ground-rent, £50 per annum—Sold for £2,100.

Leasehold, 4 residences, being Nos. 1 to 4, Bedford-terrace, Clapham-road; estimated annual value, £275 per annum; term, 26 years unexpired; ground-rent, £67 per annum—Sold for £1,690.

May 4.—By Mr. MARSH.

Absolute reversion to a sum of £2,500, payable on the death of a lady aged 69 years—Sold for £1,500.

Absolute reversion to one-third of £1,560 9*s*. 4*d*. New 3 per Cent. Annuities, receivable on the death of a lady aged 54 years—Sold for £220.

Absolute reversion to one-third of £4,033 Consols, less £51 7*s*. 4*d*; one-third of £1,000 3 per Cent. Reduced Annuities, less £190 15*s*. 3*d*; one-third of £1,943 16*s*. 7*d*. New 3 per Cent. Annuities, less £290 4*s*. 10*p*, receivable on the death of a lady aged 54 years—Sold for £640.

Life interest of the bankrupt, aged 68 years, in the dividends arising from £3,200 Consols—Sold for £530.

Reversionary interest to £150 Consols, receivable on the death of a lady aged 59 years, provided she dies without issue—Sold for £60. Reversionary interest to £150 Consols, receivable on the death of a lady aged 52 years, provided she dies without issue—Sold for £50.

May 9.—By MESSRS. DEBENHAM, TEWSON, & FARMER.

Freehold, 9*a* or 1*p* of building land, situate at Norwood—Sold for £5,650.

## AT GARRAWAY'S.

May 3.—By MESSRS. WALTONS & LOVEJOY.

Copyhold ground-rents, amounting to £596 12*s*. 8*d*. per annum, arising from property situate at Stepney, Ratcliffe, and Limehouse, with reversions—Sold for £12,000.

Copyhold ground-rents, amounting to £236 8*s*. 4*d*. per annum, arising from property situate as above, with reversions—Sold for £4,400.

May 4.—By MR. NEWTON.

Leasold residence, being No. 11, Theberton-street, Upper-street, Islington; let at £38 per annum; term, 83 years from 1829; ground-rent, £6 16*s*. per annum—Sold for £280.

Leasold house, being No. 13, Theberton-street aforesaid, with yard and stables in the rear, producing £59 per annum; term, 82 years from 1832; ground-rent, £6 16*s*. per annum—Sold for £580.

May 8.—By MESSRS. DANIEL CROWIN & SONS.

Freehold estate, known as Norbiton Park, situate at Norbiton, Surrey, comprising residence, cottages, buildings, &c., and 19*a* 3*r* 2*p* of meadow and pasture land—Sold for £19,000.

Freehold estate, known as Tyler's Farm, situate at Bushey, Herts, comprising residence, out-buildings, and 83 acres of grass and arable land—Sold for £6,670.

Freehold, 2*a* 1*r* 9*p* of pasture land, situate at Cheam, Surrey—Sold for £6,000.

Freehold estate, at New Romney, Kent, comprising a residence, out-buildings, and 2 fields of arable land, containing 5*a* 2*r* 9*p*—Sold for £4,000.

By MESSRS. TEBB BROTHERS.

Leasold residence, being No. 10, Carlton-road, Kilburn-park, Edgware-road; estimated annual value, £105; term, 83 years unexpired; ground-rent, £8 per annum—Sold for £1,140.

No. 3, Westbourne-terrace North, and No. 2, Lulworth-las, Chiswick, by Messrs. Bromley, Son, Kelday, on May 1, were reported sold in error. The Unity House sold for £2,240.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

BETHELL.—On May 4, the wife of the Hon. G. Bethell, Barrister-at-Law, of a son.

CORFIELD.—On May 7, at Lansdowne-terrace, Regent's-park, the wife of H. C. Corfield, Solicitor, of a daughter.

INGLIS.—On May 3, at Edinburgh, the wife of A. Inglis, Esq., W.S., of a daughter.

MOORE.—On May 5, at Latchford, Cheshire, the wife of G. T. Moore, Esq., Solicitor, Warrington, of a daughter.

O'KEARNEY.—On April 27, at Seapoint, Co. Dublin, the wife of Hattan R. O'Kearney, Esq., Solicitor, of a daughter, stillborn.

PORTER.—On May 7, the wife of R. Porter, Esq., Solicitor, Ipswich, of a daughter.

SWABEY.—On May 7, at Great Cumberland-street, the wife of M. C. M. Swaby, Esq., LL.D., Barrister-at-Law.

## MARRIAGES.

BUXTON—HAWORTH.—At the Parish Church, Blackburn, Rev. J. Buxton, M.A., to Alice, daughter of H. Haworth, Esq., Solicitor, Blackburn.

LUCAS—PURCELL.—On May 4, at Christ Church, Cork, John Rashleigh Lucas, Esq., of Richford-street, to Alice Louisa, daughter of Richard Harris Purcell, Esq., of Burnfort, Barrister-at-Law.

THOMAS—CROCKER.—On May 4, at St. Gile's, Camberwell, R. Thomas, Esq., to Alice M., daughter of A. J. Crocker, Esq., of Eastlands, Dulwich.

## DEATHS.

BETHELL.—On May 7, Hugh Christopher, son of the Hon. R. Bethell, Esq., Barrister-at-Law.

CARTUTH.—On April 30, at Ballymena, Annie, wife of Alexander Cartuth, Esq., Solicitor.

FITZGERALD.—On May 6, at Eaton-square, Maria T., wife of W. R. S. Fitzgerald, Barrister-at-Law, of Horsham, Sussex, aged 34.

HOARE.—On May 5, at St. Luke's, Cork, Sarah, relict of the late Henry T. Hoare, Solicitor.

JOHNSON.—On May 6, drowned at Tunbridge, M. S., son of W. S. Johnson, Esq. (Johnson & Coote), Gray's-inn-square, aged 15.

LANGHAM.—On April 22, at the Parade, Kilkenny, Nicholas Langham, Esq., Solicitor.

MARTELL.—On May 3, at Gower-street, C. Martell, Esq., Solicitor, aged 48.

PEACOCK.—On March 28, at Bengal, Elizabeth, wife of the Hon. Sir B. Peacock, Chief Justice of the High Court, Calcutta, aged 50.

ST. GEORGE.—On May 4, at Dublin, Lucinda, daughter of the late Archibald St. George, Esq., Barrister-at-Law.

WESTON.—On May 8, at Croydon, G. Weston, Esq., of Lincoln's inn, Barrister-at-Law, aged 60.

## UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BICKNELL, CHARLES, Spring-garden-terrace, Esq., deceased. Four Dividends on £146 per annum Consolidated Long Annuities—Claimed by Henry Edgeworth Bicknell, acting-surviving executor of Joseph Bicknell, who was the surviving executor of the said C. Bicknell.

**PIGOTT, ALFRED NORMAN CONSTANTINE SMYTH, Esq., Somerset.** Three dividends on the sum of £507 4s. 5d. New Three per Cent. Annuities &c.—Claimed by said A. N. C. S. Pigott.

**WADE, JAMES, Bridge-street, Blackfriars, Esq., EBENEZER MAITLAND, Coleman-street, Esq., and ROBERT GRANT, Russell-square, Esq., all deceased.** One dividend on £1,632 1s. 9d. Consolidated Three per Cent. Annuities—Claimed by Margaret Percy, wife of Lord Josceline William Percy (formerly Margaret Grant, widow), the administratrix of Sir Robert Grant, deceased (formerly Robert Grant, Esq.).

### LONDON GAZETTES.

#### Binding-up of Joint Stock Companies.

FRIDAY, May 5, 1865.

#### LIMITED IN CHANCERY.

**Blackburn Co-operative Cotton Spinning and Weaving Company (Limited).**—Vice-Chancellor Stuart has, by an order, dated March 29, appointed Henry Edge, Blackburn, to be the official liquidator. Facture Parisien (Limited).—Order to wind up, made by the Master of the Rolls April 22. John Tucker, solicitor for the petitioner.

#### UNLIMITED IN CHANCERY.

**Free Trade Benefit Building Society.**—Petition for winding up, presented April 25, directed to be heard by special order before Vice-Chancellor Kindersley June 2. Vining, Moorgate-street-buildings, solicitor for the petitioner.

**Isle of Wight Ferry Company.**—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Montes, King's-arms-yard, Moorgate-street. Friday, May 26 at 6, is appointed for hearing and adjudicating upon the debts and claims.

#### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 5, 1865.

Bickerstaff, Hy, Wellington-st, Woolwich, Gent. June 1. Clement v Bickerstaff, M.R.

Brunyee, Geo Foster, Eastoft, Lincoln, Farmer. June 2. Brunyee v Brunyee, M.R.

Bunn, John, London-rd, Fulham. June 2. Pettenger v Ambler, M.R. Bushy, Thos, Milton-next-Gravesend, Kent, Licensed Victualler. May 31. Green v Busby.

Eastlake, Geo, Plymouth, Devon, Solicitor. May 27. Eastlake v Eastlake, M.R.

English, Edwd, Streatham, Surrey, Esq. May 29. Coward v English, V. C. Kindersley.

Grylls, Helston, Cornwall, Widow. June 1. Vivian v Trovenew, M.R. Horne, Mary, New Montague-st, Spitalfields, Widow. June 2. Horne v Cam, M.R.

Langley, Geo, East Barnet, Hertford. May 26. Langley v Langley, V. C. Kindersley.

Townley, Lydia, Dean-st, Finsbury-sq, Widow. May 25. Anderson v Townley, V. C. Wood.

Williams, Wm, Haymarket, Tavern Keeper. June 10. Harley v Williams, V. C. Stuart.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 5, 1865.

Bayman, Jane, Gt Suffolk-st, Southwark, Spinster. June 30. Crossley & Son, Bircham-Jane.

Bettis, John, Birm, Gent. June 22. Dimbleby, Birm.

Blake, Thos, West Cowes, Isle of Wight, Brewer. June 24. Griffiths, Newport.

Dunn, Edwd Robt, Nottingham, Lace Manufacturer. June 19. Shilton, Nottingham.

Fitzgerald, Jas Joseph, Birm, Paper Hanger. July 1. Maher, Birm.

Jackson, Sarah, Sheffield, Widow. June 1. Hudson, Weaver, Richd, Wallasey-green, Ironmonger. May 24. Kempson & Trolope, Westminster.

Mattie, Jas, Upper Hamilton-pl, St John's-wood, Major General. Aug 1. Crew, Staple-inn, Holborn.

Miller, Wm John, Ransgate, Kent. May 27. Gibson, Ransgate.

Müller, Rodolph Jean, Park-lane, Valet. June 24. Rickards & Walker, Lincoln's-inn-fields.

Pearson, Jas, Thornton, York, Farmer. July 1. Weatherhead & Burr, Bingley.

Popham, Wm Charnock, Stourfield, Esq. June, 1. Sladen, Parliament-st.

Puddy, Elisha, Copenhagen-st, Baker. May 30. Clarke, St Mary's-sq, Paddington-green.

Staniland, Joseph Spencer, Leeds, Gent. July 1. Horsfall & Latimer, Leeds.

Townsend, Thos, Worcester, Toll Collector. June 1. Corles, Worcester.

Wakefield, Peter, Sandbach, Chester, Farmer. June 1. Latham, Sandbach.

#### Assignments for Benefit of Creditors.

FRIDAY, May 5, 1865.

Hancock, Chas, Cuckfield, Sussex, Gent. March 23. Waugh, Cuckfield.

Hill, John Gosset, Hy Wm Weguelin, & Edwd Jas Smith, Alderman's-walk, Russian Merchants. April 26. Lawrence & Co, Old Jewry-chambers.

#### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 5, 1865.

Aaronsen, Lewis, Regent-st, Piccadilly, Picture Dealer. April 15. Comp. Reg May 3.

Andrews, Bind, Oxford-st, Hosier. April 5. Conv. Reg May 2.

Ashworth, Wm, Todmorden, York, Manufacturer. April 7. Asst. Reg May 3.

Banham, John, Neatishead, Norfolk, Boot Maker. April 22. Conv. Reg May 4.

Barlow, Alex, & Richd Pickup, Shuttleworth, nr Bury, Lancaster, Cotton Spinners. April 18. Comp. Reg May 3.

Bayley, Jas, jun, Moxley, Stafford, Engineer. April 26. Comp. Reg May 3.

Bazley, Chas Geo, Devonport, Grocer. April 12. Asst. Reg May 2.

Bodington, Chas Joseph, & John Bodington, Birm, Maltsters. April 29. Conv. Reg May 4.

Bowman, Edwd Mills, & Joseph Wellham Garwood, Bromley, Middx, Coal Merchants. May 1. Comp. Reg May 5.

Braham, Saml, Leeds, York, Jeweller. April 7. Conv. Reg May 2.

Brioe, Wm, Little Gonerby, Lincoln, Clothier. April 13. Asst. Reg May 4.

Cape, Jonathan, Cockermouth, Cumberland, Builder. April 19. Conv. Reg May 3.

Carrell, Wm, Southsea, Hants, Builder. April 29. Comp. Reg May 5.

Clinic, Daul, Shrewsbury, Salop. April 29. Comp. Reg May 2.

Cooke, Geo, Sandbach, Chester, Bricklayer. April 13. Asst. Reg May 3.

Crossley, John, Hy Crossley, Wm Crossley, & Alfred Crossley, Portsmouth, Lancaster, Cotton Manufacturers. April 7. Conv. Reg May 2.

Dyson, Edwd Carman, Old Kent-rd, Draper. April 6. Conv. Reg May 4.

Edwards, Wm, Upper Norwood, Stationer. April 10. Comp. Reg May 3.

Elliott, Richd, York, Builder. April 5. Conv. Reg May 3.

Fearn, Geo, Barnsley, York, Beerhouse Keeper. April 6. Comp. Reg May 4.

Freeman, Jas, Bradford, York, Draper. April 25. Comp. Reg May 4.

Gulliver, Geo, Gullsborough, Northampton, Farmer. April 20. Comp. Reg May 3.

Gillespie, Jas Bryson, Middlesbro, York, Draper. April 7. Comp. Reg May 5.

Glanfield, Wm, Crediton, Devon, Tailor. April 7. Conv. Reg May 5.

Griffiths, Griffith, & Saml Griffiths, Llangollen, Denbigh, Drapers. March 13. Conv. Reg May 3.

Hicks, Joseph, Lpool, Wholesale Ironmonger. April 24. Comp. Reg May 5.

Hutton, Thos, Mildenhall, Suffolk, Watch Maker. March 17. Comp. Reg May 3.

Isaacs, John, Lewis, Bilstion, Stafford, Clothier. April 10. Comp. Reg May 4.

Jennings, Jas, Birr, Malster, April 28. Comp. Reg May 4.

Johnson, Hy, Pennsylvania, United States, Steel Roller. April 11. Asst. Reg May 5.

Jope, Wm Saltren, & John Baron Saltren Jope, Cottenham End, Northampton, Brewers. April 13. Conv. Reg May 2.

Kelsall, John, jun, Lpool, Fishmonger. April 10. Comp. Reg May 3.

Kiln, John, Sidlesham, Sussex, Merchant. April 29. Conv. Reg May 4.

Maltby, John, Landport, Hants, Outfitter. April 8. Comp. Reg May 2.

Moorecroft, Thos, jun, Burton-on-Trent, Stafford, Butcher. April 12. Conv. Reg May 3.

Pearson, Wm, Louth, Lincoln, Yeoman. April 5. Conv. Reg May 3.

Richardson, Joe Brook, Huddersfield, York, Iron Founder. April 24. Conv. Reg May 4.

Robey, Wm, & Frank Burton, Reading, Berks, Ironmongers. April 5. Asst. Reg May 3.

Roberson, John, Chester, Provision Merchant. April 27. Comp. Reg May 2.

Roberts, Sam, Hammersmith, Clerk. May 2. Arr. Reg May 4.

Rutter, Joseph, Ipswich, Suffolk, Confectioner. April 22. Conv. Reg May 3.

Sidlebotham, Thos, Manch, Tobacco Manufacturer. May 3. Conv. Reg May 4.

Smith, Caleb Mortimer, Brighton, Riding Master. April 5. Comp. Reg May 3.

Smith Sydney, York, Glass and China Dealer. April 18. Comp. Reg May 4.

Spong, Wm, Martock, Somerset, Innkeeper. April 12. Asst. Reg May 4.

Stevens, Felix Daniel, & Jas Stevens, Trowbridge, Wilts, Boot and Shoe Makers. April 21. Comp. Reg May 3.

Thorp, Hy, Wednesbury, Stafford, Innkeeper. April 8. Conv. Reg May 4.

Welsh, Jas, Church-st, Southwark, Victualler. April 29. Comp. Reg May 4.

York, Richd, Bristol, Timber Dealer. April 8. Conv. Reg May 2.

#### Bankrupts.

FRIDAY, May 5, 1865.

To Surrender in London.

Allen, Hy, Prisoner for Debt, London. Pet May 3 (for pan). May 25 at 2. Mundas, Strand.

Carapata, Ulysses, Queen's-rd, Stoke, Newington, Gent. Pet May 1.

May 15 at 1. Group, Scott's-yard.

Carpenter, Hy, Westminster, Messenger in Crown Office, House of Lords. Pet April 28. May 25 at 12. Walker, Guildhall-chambers.

Cliff, Hy, Richmond-rd, Hackney. Pet May 1. May 16 at 11. Beckett, Moorgate-st.

Elstone, Edmund, Prisoner for Debt, London. Pet April 29. May 24 at 2. Drake, Basinghall-st.

Ford, Geo, Islington, Fat Meller. Pet May 3. May 17 at 11. Layton, Islington.

Gould, Edwd, Old Kent-rd, Grocer. Pet May 1. May 25 at 1. Langton, Walbrook.

Grant, John Hy, Hampstead-rd, Cab Driver. Pet April 29. May 15 at 12. Ablett, Basinghall-st.

Hanson, Jas, Carlton-road South, Mile End, Clerk. Pet May 3.

May 25 at 2. Smith, Lincoln's-inn-fields.

Hatrill, Geo Philip, Tabernacle-sq, Shoreditch, Greengrocer. Pet April 28. May 25 at 12. Mason, Symond's-inn.

Hicks, John, Prisoner for Debt, London. Pet May 1 (for pan). May 24 at 3. Atkinson, High Holborn.

Holman, Jas, Salisbury, Wilts, Linendraper. Pet May 1. May 24 at 3. Shires, New-inn.

- Kingett, John, Bermondsey, out of business. Pet May 2. May 27 at 11. Dittom, Southwark.
- Lance, John Hy, Stratford, Essex, Builder. Pet May 3. May 25 at 2. Marshall, Hatton-garden.
- Lowe, John, Southampton, Lieut. Stafford Militia. Pet May 1. May 15 at 1. Westall, Gray's-inn-sq.
- Beard, Richd Isaac, Faringdon-st, Printer. Pet May 1. May 15 at 1. Poole, Bartholomew-close.
- Otto, Matthew, Wynyatt-st, Clerkenwell, Cabinet Maker. Pet May 3. May 27 at 11. Pipos, Coleman-st.
- Ferry, Chas, North Bow, no occupation. Pet April 29. May 24 at 3. Webb, Lincoln's-inn-fields.
- Sharp, Daniel, East Church-row, Limehouse, Cabinet Maker. Pet May 2. May 15 at 1. Lloyd, Wood-st, Cheapside.
- Smith, Geo, Westbourne-grove, Bayswater, Builder. Pet April 29. May 25 at 12. Underwood, Cavendish-sq.
- Stickells, Thos, Ashford, Kent, Tailor. Pet April 28. May 25 at 12. Murton, Southampton-st, Bloomsbury.
- Taylor, Robt, Greenwich, Kent, Journeyman Hair Dresser. Pet May 3. May 15 at 1. Drake, Basinghall-st.
- Warren, Stephen, East India-nd, Limehouse, Boot Maker. Pet May 3. May 15 at 1. Hill, Basinghall-st.
- Watling, Hy Wm, Freemason, Southampton, Florist's Foreman. Pet May 2. May 25 at 12. Mackey, Southampton.
- Waugh, Wm Petrie, Prisoner for Debt, London. Pet April 26. May 25 at 2. Chidley, Old Jewry.
- To Surrender in the Country.
- Baker, Wm, Manch, out of business. Pet May 3. Manch, May 16 at 12. Gardner, Manch.
- Bath, Moses, Melksham, Wilts, Draper. Pet April 24. Bristol, May 17 at 11. Press & Inskip, Bristol.
- Bennett, Hy, Gluvias, Cornwall, Wheelwright. Pet May 1. Fal-mouth, May 17 at 11. Jenkins, Penryn.
- Nennion, Ralph, Doddlespool, Stafford, Labourer. Pet May 2. Newcastle-under-Lyme, May 20 at 10. Litchfield.
- Bowerbank, Wm, Penrith, Cumberland, Builder. Pet April 22. Newcastle-upon-Tyne, May 19 at 12. Scott, Penrith.
- Cartwright, Thos, Derby, Ginger Beer Manufacturer. Pet April 4. Derby, May 18 at 12. Leech, Derby.
- Clegg, John, Rochdale, Lancaster, Woollen Slubber. Pet May 2. Rochdale, May 18 at 11. Standing, Rochdale.
- Clyne, John, Bristol, Schoolmaster. Pet May 2. Bristol, May 19 at 12. Tucker.
- Colquhoun, Murthwaite, Young, Lpool, Printer. Pet April 24. Lpool, May 15 at 11. Evans & Co, Lpool.
- Cooper, Geo, Pontypool, Monmouth, Earthenware Dealer. Pet May 2. Pontypool, May 15 at 11. Lloyd, Pontypool.
- Croxall, Wm Hy, Prisoner for Debt, Bodmin. Pet April 19. Bodmin, May 17 at 11. Vaughan, Devonport.
- Dobson, Thos, Middleton, Durham, Grocer. Pet May 2. Hartlepools, May 20 at 11. Todd, Hartlepools.
- Fearing, John Hy, Middlesborough, York, Tailor. Pet May 1. Middlesborough, May 17 at 10. Dobson, Middlesborough.
- Fielden, Abraham, Todmorden, Lancaster, Cotton Spinner. Pet May 1. Manch, May 17 at 11. Leigh, Manch.
- Fisher, Wm Mountain, Gloucester, Beerhouse Keeper. Pet May 1. Stratford-upon-Avon, May 17 at 11. Warden, Stratford-upon-Avon.
- Fragnal, Matthew Francis, Kingston-upon-Hull, Ship Broker. Pet May 2. Kingston-upon-Hull, May 17 at 11. Chester, Hull.
- Gooch, Wm, Prisoner for Debt, Norwich. Adj April 19. Diss, May 17 at 11. Cheshire, Eye.
- Hall, Robt, Derby, Fitter. Pet April 27. Derby, May 19 at 12. Leech, Derby.
- Hancock, Wm, Newcastle-under-Lyme, Beerhouse Keeper. Pet April 28. Newcastle-under-Lyme, May 20 at 10. Litchfield, Newcastle-under-Lyme.
- Harrison, Hy, Cheltenham, Grocer. Pet May 2. Bristol, May 17 at 11. Wilkes, Gloucester.
- Harnden, Edwd, Canterbury. Adj April 18 (for pau). Canterbury, May 17 at 10.
- Haywood, Wm, Mavesyn Ridware, Stafford, Farmer. Pet April 28. Birr, May 15 at 12. Palmer, Burycole.
- Hewson, Danl Hiby, Grimsby, Lincoln, Boot Maker. Pet May 2. Grimsby, May 19 at 11. Winteringham, Grimsby.
- Hill, Wm, Devizes, Master Armourer. Pet May 3. East Stonehouse, May 17 at 11. Robin, Plymouth.
- Hilton, Wm, Manch, Young Agent. Pet April 25. Manch, May 17 at 11. Marshall & Co, Manch.
- Hunt, Hy, Derby, Comm. Agent. Pet April 6 (for pau). Derby, May 18 at 12. Leech, Derby.
- Hutton, Thos, Lpool, Comm Merchant. Pet April 29. Lpool, May 15 at 11. Morris, Lpool.
- Irvin, John, Whitehaven, Cumberland, Joiner. Pet April 25. Whitehaven, May 16 at 10. Paisont, Whitehaven.
- Jenkins, Geo, West Dean, Gloucester, Contractor. Pet April 29. Monmouth, May 20 at 11. Williams, Monmouth.
- King, Jas, Bideford, Devon, Earthenware Dealer. Pet May 3. Bideford, May 20 at 11. Turner, Bideford.
- Lane, Wm, & Wm Gibson, Stephen, Manch, Oil Merchants. Pet May 3. Manch, May 18 at 11. Eltoft, Manch.
- Mann, Edwd, Manch, Money Scrivener. Pet May 2. Manch, May 22 at 12. Boot & Co, Manch.
- Mincher, Joseph, Dudley, Worcester, Licensed Victualler. Pet May 3. Dudley, May 22 at 11. Lowe, Dudley.
- Middleton, Geo, South Elmism, York, Farm Labourer. Pet May 3. Pontefract, May 16 at 11. Mason, Sheffield.
- Messon, John, & Josiah Morris, Wolverhampton, Stafford, Drapers. Pet May 3. Birr, May 19 at 12. Green, Birr.
- Pemberton, Laura Sutton, Chester, Spinster. Pet May 1. Lpool, May 18 at 12. Evans, & Co, Lpool.
- Pierce, Jos, Holywell, Flint, Shopkeeper. Pet April 28. Holywell, May 18 at 11. Davies, Holywell.
- Potter, Eussell, Rus-holme, nr Manch, out of business. Pet May 2. Manch, May 25 at 12. Sato & Co, Manch.
- Pryce, Josiah, Camden-town, District Manager of the British Na-
- tional Insurance Association. Pet March 21. Bristol, May 16 at 11. Press & Inskip, Bristol.
- Rich, Joseph, Leighton, Chester, Merchant. Pet May 1. May 15 at 11. Kaye & Co, Lpool.
- Sands, John, Kingston-upon-Hull, Chair Maker. Pet April 28 (for pau). Kingston-upon-Hull, May 16 at 12. Spurr, Hull.
- Smith, Benj, Birn, Iron Tube Manufacturer. Adj April 22. Warwick, May 22 at 10. Guest, Birn.
- Smurthwaite, John, Sunderland, Durham, Wharfinger. Pet May 1. Newcastle-upon-Tyne, May 19 at 12. Eglington, Sunderland.
- Stanway, Wm, Macclesfield, Stafford, Farmer. Pet April 29. Market Drayton, May 17 at 10. Warren & Co, Market Drayton.
- Standen, John, Guesting, Sussex, Potato Dealer. Pet May 1. Hastings, May 18 at 11. Shorter, Hastings.
- Stokes, John, Birn, Journeyman Lamp Maker. Pet May 3. Birn, May 22 at 10. Duke, Birn.
- Toll, Wm, jun, Alcombe, Dunster, Somerset, District Highway Surveyor. Pet April 24. Williton, May 3 at 10. Ponsonby, Baidon.
- Tomlinson, John, Spinkhill, Eckington, Derby, out of business. Pet April 28. Chesterfield, May 23 at 11. Busby, Chesterfield.
- Turner, John Sippins, Mattishall, Norfolk, Farmer. Pet May 2. East Dereham, May 22 at 11. Emerson, Norwich.
- Waddington, Richd, Wellingborough, Northampton, Shoemaker. Pet May 2. Wellingborough, May 17 at 11. White, Northampton.
- Walker, Lewis, Whitland, Radnor, Baker. Pet April 28. Oakham, May 15 at 3. Law, Stamford.
- Warrington, Geo, Derby, Journeyman Printer. Pet April 19. May 19 at 12. Leech, Derby.
- West, John Wm, Derby, Clerk on the Railway. Pet April 13. Derby, May 18 at 12. Smith, Derby.
- Whitehead, Wm, Sheffield, York, Grocer. Pet May 2. Sheffield, May 23 at 1. Mecklethwaite, Sheffield.
- Widowson, Thos Hy Jas, Lpool, Butcher. Pet May 2. Lpool, May 16 at 3. Jones, Lpool.
- Williams, Goeffrey, Bryngwran, Anglesea, Farmer. Pet May 2. Lpool, May 18 at 12. Evans & Co, Lpool.
- Williamson, Thos, Peterborough, Northampton, Tailor. Pet May 2. Peterborough, May 20 at 11. Law, Stamford.
- Wilson, Fredk Healey, Lpool, Boot and Shoe Maker. Pet May 2. Lpool, May 17 at 3. Preston, Lpool.
- Winchurst, Mary, Birn, Widow, sempstress. Pet May 1. Birn, May 22 at 10. East, Birn.
- BANKRUPTCIES ANNULLED.**
- Wilson, Jas, Russia-ct, Russia-row, Comm Agent. April 23.
- EQUITABLE REVERSIONARY INTEREST SOCIETY.** Established 1835. Capital £300,000.
- DIRECTORS.**
- Daniel Smith Bockett, Esq. Francis Bennett Goldney, Esq.  
Major C. L. Boileau. Chas. Richard Harford, jun., Esq.  
Lient.-Colonel Chase. Henry Pigeon, Esq.  
William Henry Cole, Esq. Henry Roots, Esq.  
Thomas Curtis, Esq. George Roots, Esq.  
Auditors—Charles Armstrong, Esq.; William Richard Bingley, Esq.; Alfred Langdale, Esq.
- Solicitors—Messrs. Clayton & Son.  
Bankers—Messrs. Coutts & Co.  
Actuary—F. Hendriks, Esq.
- This Society purchases and grants loans upon reversionary property life interests, and life policies of assurance.
- Forms of proposal may be obtained at the office, 10, Lancaster-place, Strand, W.C.
- JOHN CLAYTON,  
FRANCIS S. CLAYTON, Secretaries
- WANTED, by the LIFE INVESTMENT, MORTGAGE, and ASSURANCE COMPANY (Limited), DISTRICT SUPERINTENDENTS of AGENTS for several localities in England and Scotland, Middle-aged men preferred.—Apply, Head Office, 8, New Bridge-street, Blackfriars. EDWIN YELLAND, Manager.**
- Surrey, near the Town of Dorking, and within one mile of the Gomshall Station.—A very desirable Residential Property, known as Abinger-hall, including an excellent Mansion, with delightful pleasure grounds, surrounded by park-like pasture, wood, and forest land; also a superior Farm : the whole containing nearly 200 acres.
- MESSRS. BEADELL are instructed to SELL by AUCTION, at the GUILDFHALL COFFEEHOUSE, Gresham-street, London, on THURSDAY, the 29th day of JUNE, at TWELVE for ONE (unless an acceptable offer should be previously made by private contract), the above highly important RESIDENTIAL ESTATE, known as Abinger-hall, in the parish of Abinger, about four miles from the Dorking, and one from the Gomshall, Stations on the Redding Branch of the South-Eastern Railway, and only about four miles from London. It is situated in the most picturesque part of the county of Surrey, and offers unusual advantages to gentlemen fond of sporting. The property comprises a mansion substantially built, having two wings faced by a colonade, a gravelled terrace walk, enclosed by an ornamental iron railing, extends along the whole front, and is nearly 200 feet in length, in the centre of which are two flights of stone steps, leading to a tastefully laid out parterre and second terrace; on the western side of the mansion also approached from the terrace are a flower-garden and beautifully sloping lawn and pleasure grounds, studded with variegated holies, cedar deodars, and other choice shrubs, including some finely-grown laurels. Abinger-hall stands on an eminence in the centre of about 50 acres of rich undulating park-like pasture land, through which runs a stream of water, forming an agreeable object in the landscape view of the surrounding country. It is approached from the Dorking and Guildford road by a carriage drive, which is sheltered on one side by belts of plantation, and partly on the other by a turf bank, planted with trees and shrubs. The stable and kitchen-gardens are conveniently near but not within view of the mansion. At the northern portion of the estate is the farm known as Hackhurst, comprising about 116 acres, let to a highly respectable tenant. In the village of Abinger are several cottages.**
- Particulars with plans and conditions of sale are being prepared, and when completed may be obtained of
- FARRELL, OUVRE, & FARRELL, 66, Lincoln's-inn-fields, W.C.; and of Messrs. BEADELL, 25, Gresham-street, London, E.C.

**THE ROYAL INSURANCE COMPANY** begs to announce its REMOVAL to its NEW PREMISES, known as ROYAL INSURANCE BUILDINGS, LOMBARD-STREET, LONDON, E.C.

In making this announcement, the Directors venture to anticipate they shall experience, in their new offices, even in an increased degree, that hearty support from the Mercantile community, and the public generally, which has long since placed them in the first rank of Insurance Companies.

They believe that the main cause of the popularity thus attaching to the "ROYAL" has been the confidence of the community that the Company has ever met, with liberality and promptitude, all just claims.

PERCY M. DOVE, Manager.

JOHN B. JOHNSTON, Secretary in London.

**REDUCTION OF FIRE INSURANCE DUTY.** The ROYAL INSURANCE COMPANY is now prepared to offer the following important advantages to Insurers:—

1st.—The full benefit of the Reduction in Duty will be secured to all persons effecting insurances with the Company from this date.

2nd.—No charge made for Policy or Stamp however small the Insurance.

3rd.—Moderate Rates.

4th.—Unquestionable Security.

5th.—A continuance of the same promptitude and liberality in the settlement of Losses which have ever characterised the Company.

The great increase of Insurances which will now be effected, gives most favourable opportunities for Gentlemen of undoubted position and influence to obtain Agencies for the ROYAL. Applications should however be made immediately.

PERCY M. DOVE, Manager.

JOHN B. JOHNSTON, Secretary in London.  
Royal Insurance Buildings, Lombard-street, E.C., May 1, 1865.

BONUS YEAR, 1865.

**NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.**

The Sixth Septennial Division of Profits takes place on the 31st December next.

The Fund then to be divided will consist of the Profits which have accumulated since 1858.

All Participating Policies opened before that date will share in the Division.

During the six years prior to the last Division the Annual Average of Sums Assured amounted to £293,691 0 0 During the last six years—1859 to 1864 inclusive—the Annual Average has amounted to £701,656 0 0 Being an increase of 134 per cent.

During the years 1863 and 1864 the Company has issued 2,311 New Policies, assuring very nearly

Two MILLIONS STERLING.

In 1864 alone 1,240 Policies were issued, assuring £1,034,578 0 0 Ninety per cent. of the whole Premiums divided among the assured.

**FIRE DEPARTMENT.**

Premiums for 1864, less Re-insurance £119,235 10 8 Being an Increase over those of 1863 of £54,013 2 5

Insurances granted at Home and Abroad on the most liberal terms. Accumulated Funds at 31st December, 1864 £1,304,512 7 10

Annual Revenue from all sources £63,458 16 2

This Company grants the public the full value of the Reduction of Duty, and issues Policies free of any charge for stamp.

Forms of Proposals, and full information, may be had at the Head-Offices, or from any of the Agents throughout the Kingdom, Colonies, &c.

**CHIEF OFFICES**

LONDON ..... 61, Threadneedle-street,  
WEST-END BRANCH ..(Secretary, A. J. Russell) 8, Waterloo-place, Pall-mall.

(By order) F. W. LANCE, Secretary.

SPECIAL NOTICE.

**CLERICAL, MEDICAL, AND GENERAL LIFE ASSURANCE SOCIETY.**

13, ST. JAMES'S-SQUARE, LONDON, S.W.

ESTABLISHED 1824.

The Eighth Bonus will be received in January, 1867, and all With-Profit Policies in force on the 30th June, 1866, will participate. Assurances effected before June 30th, 1865, will participate on two Premiums, and thus receive a whole year's additional share of Profits over later Policies.

Tables of Rates and Forms of Proposal can be obtained from any of the Society's Agents, or of

GEORGE CUTCLIFFE, Actuary and Secretary.

13, St. James's-square, London, S.W.

**THE NATIONAL REVERSIONARY INVESTMENT COMPANY**, Instituted 1837, for the Purchase of Absolute or Contingent Reversions, Life Interests, and Policies of Assurance on Lives.—Office, 63, Old Broad-street, London.

John Pemberton Heywood, Esq., Chairman.

Edward Ward Scadding, Esq., Deputy-Chairman.

Consulting Counsel—George Lake Russell, Esq.

Solicitors—Messrs. Iliffe, Russell, & Iliffe, Bedford-row.

Actuary—Francis A. Engelbach, Esq. (the Alliance Assurance Company).

Forms for submitting proposals for sale may be obtained at the offices of the Company.

G. A. RENDALL, Secy.

ANNUITIES AND REVERSIONS.

**LAW REVERSIONARY INTEREST SOCIETY,**  
68, Chancery-lane, London.

CHAIRMAN—Russell Gurney, Esq., Q.C., Recorder of London.

DEPUTY-CHAIRMAN—Sir W. J. Alexander, Bart., Q.C.

Reversions and Life Interests purchased. Immediate and Contingent Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions.

Annuities, Immediate, Deferred, and Contingent, and also Endowments, granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office.

C. B. CLABON, Secy.

**LAW FIRE INSURANCE SOCIETY**, May, 1865.

Notice is hereby given, that the ANNUAL GENERAL MEETING of the Shareholders of the Law Fire Insurance Society, will be held at the SOCIETY'S OFFICES, CHANCERY-LANE, on TUESDAY, the 23rd day of MAY instant, to elect Eight Directors in the room of the like number of Directors who go out by rotation, and who are re-eligible; and also to elect Three Auditors in the room of the like number of Auditors who go out by rotation, and are re-eligible; and for general purposes.

And that an Extraordinary General Meeting of the Shareholders will likewise be held at the place aforesaid, for the election of a Director in the stead of Edward White, Esq., deceased, and for the election of an Auditor in the room of Bartle John Laurie Frere, Esq., who has resigned; the business of such last-mentioned Meeting to take place immediately after the termination of the business of the Annual General Meeting.

The Chair will be taken at the Annual General Meeting at One o'clock precisely.

By order of the Board of Directors.

EDWARD BLAKE BEAL, Secretary.

The Accounts and Balance Sheet of the Society, with the Auditors' Report thereon, may be inspected by the Shareholders at the Offices of the Society for fourteen days previously to the Annual Meeting and during one month thereafter.

The Directors going out by rotation are—William Strickland Cookson, Esq.; Russell Gurney, Esq., Q.C., Recorder of London; John Benjamin Lee, Esq.; Richard Nicholson, Esq.; George Lake Russell, Esq.; Edwin Ward Scadding, Esq.; Edward Tompson, Esq., and Charles Reynolds Williams, Esq., who, being re-eligible, offer themselves for re-election.

The Auditors going out by rotation are—William Thomas Carlisle, Esq.; James Ingram, Esq., and George Robins, Esq., who, being re-eligible, offer themselves for re-election.

The Candidates for the vacancy in the Direction, caused by the decease of Edward White, Esq. (to be filled up at the Extraordinary General Meeting) are—Bartle John Laurie Frere, Esq. (of the firm of Frere, Cholmeley, & Foster, Lincoln's-inn-fields), and William Woodgate, Esq. (of Raymond-buildings, Gray's-inn).

The Candidates for the vacancy in the Auditorship, caused by the resignation of Bartle John Laurie Frere, Esq. (to be filled up at the Extraordinary General Meeting) are—Henry Thomas Young, Esq. (of the firm of Walters, Young, & Walters, Lincoln's-inn), and Joseph Musket Yetts, Esq. (of Temple-chambers, Fleet-street).

**LAW UNION FIRE and LIFE INSURANCE COMPANY.**

Chief Offices—125, CHANCERY LANE, W.C.

Subscribed Capital—ONE MILLION STERLING.

The Fire and Life Departments are under one management, but with separate Funds and Accounts.

Chairman—Sir WILLIAM FOSTER, Bart.

Deputy-Chairman—Mr. Sergeant MANNING, Q.A.S.

**FIRE DEPARTMENT.**

Capital £750,000, in addition to the Reserve Fund.

Business consists of the best classes of risks.

Insurors will be allowed the full benefit of the Reduction of Duty.

Claims settled promptly and liberally.

**LIFE DEPARTMENT.**

Capital £250,000, in addition to the Reserve Fund.

PREMIUMS MODERATE.

A Bonus every five years. Next Bonus in 1869. At the Division of Profits in 1864, the Revolving Bonus amounted to from 15 to 50 per cent. per annum on the Premiums paid, varying with the ages of the Insured.

Copies of the Directors' Report and Balance-sheet, and every information, may be obtained at the Chief Office, or of any of the Agents of the Company.

FRANK McGEDY, Secretary.

**THE LANDS IMPROVEMENT COMPANY** (incorporated by Special Act of Parliament in 1853), 2, Old Palace Yard, Westminster, S.W.—To Landowners, the Clergy, Estate Agents, Surveyors, &c. in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:—

1. Draining, Irrigation and warping, embanking, enclosing, clearing, reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.

2. Farms roads, tramways, and railroads for agricultural or farming purposes.

3. Jetties or landing places on the sea coast, or on the banks of navigable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

For further information and for forms of application, apply to the Hon. WILLIAM NAPIER, Managing Director, 2, Old Palace-yard, S.W.

**SLACK'S SILVER ELECTRO PLATE** is a coating of pure Silver over Nickel. A combination of two metals possessing such valuable properties renders it in appearance and wear equal to Sterling Silver. Fiddle Pattern.

£ s. d. £ s. d. £ s. d. £ s. d. £ s. d.

Table Forks, per doz. .... 1 10 0 and 1 18 0 2 8 0 3 0 0

Dessert ditto ..... 1 0 0 and 1 10 0 1 15 0 2 2 0

Table Spoons ..... 1 10 0 and 1 18 0 2 8 0 3 0 0

Dessert ditto ..... 1 0 0 and 1 10 0 1 15 0 2 2 0

Tea Spoons ..... 0 12 0 and 0 18 0 1 3 6 1 10 0

Every Article for the Table as in Silver. A Sample Tea Spoon for

warded on receipt of 20 stamps.

# THE LLANRWST SLATE SLAB QUARRY COMPANY (LIMITED).

*Registered under the Joint-Stock Companies Act, by which the liability of each Shareholder is strictly limited to the amount of Shares subscribed for.*

CAPITAL, £75,000, IN 15,000 SHARES OF £5 EACH.

Deposit 5s. per Share on Application, and 15s. on Allotment. Calls of £1 per Share at intervals of not less than three months. It is not expected that more than half the Capital will be called up.

#### DIRECTORS.

JOSEPH ATWELL, Esq., Chairman of the Deal and Walmer Pier Company, and late Accountant-General of the Inland Revenue.

JOSEPH E. ALLEN, Esq., 9, New-road, Shepherd's Bush.

GEORGE DAVIES, Esq., C.E. (Firm of Messrs. Davies & Hunt), Serle-street, Lincoln's-inn-fields.

CAPTAIN FITZGERALD, 45, Upper Berwick-street, Berkeley-square.

E. HENRY NOLAN, Esq., Ph.D. and LL.D., Chairman of the Great Darren Silver Lead Mining Company.

WALTER L. STRONG, Esq., Director of the British Union Assurance Company.

THOMAS SHORT, Esq., 80, Lombard-street, E.C.

**Bankers** | LONDON AND COUNTY BANK, Lombard-street, E.C.

| THE ESTATES BANK (LIMITED), 156, Strand, London, and 6, D'Olier-street, Dublin.

**Broker**—CHARLES BENNETT, Esq., 2, Capel-court, Bartholomew-lane, E.C.

**Auditor**—HENRY SCHULTZ, Esq., Public Accountant, 11, Old Jewry-chambers.

**Solicitor**—JOHN COMBS, Esq., 25, Bucklersbury.

**Resident Manager at the Quarry**—W. H. RAWLINS, Esq.

**Secretary** (pro tem.)—R. WALKER, Esq.

**TEMPORARY OFFICES OF THE COMPANY**—25, BUCKLERSBURY, LONDON, E.C.,  
where Prospects, with Reports, may be obtained.

#### ABRIDGED PROSPECTUS.

The object of this company is to work a valuable slate-faced slate slab quarry in North Wales.

This quarry is so situated that 600 men or more can be advantageously employed on it at the same time. Each man will clear, raise, and rough-square half a ton per diem.

There is no royalty whatever to pay. The parochial authorities purchase all the waste for repairing the roads. No promotion money will be paid.

The Articles of Association of the Company contain no unusual clauses, and may be inspected at the Solicitor's and Company's Offices, where specimens of the slabs may be seen, and any further information obtained.

The slabs from this quarry can be delivered at the railway and on board ship, at such a cost as to leave a net profit of from 15s. 9d. to £1 7s. 6d. per ton, exclusive of all charges, and a slate merchant has contracted to take 400 tons or more per week for the next four years. Taking, therefore, the annual produce of slabs at this quarry, when in thorough work, as low as 20,000 tons, it will be seen that it would leave a net profit of from £15,750 to £27,500 on the paid-up capital of the Company, or over 50 per cent.

The Directors recommend an immediate application to be made to the Bankers for Shares, as the first applicants will have priority on allotment.

**THE LLANRWST SLATE SLAB QUARRY COMPANY (Limited).—NOTICE.**—The Directors have made such arrangements as enable them to guarantee a MINIMUM DIVIDEND of TWENTY PER CENT. for the next four years.  
(By order of the Board) R. WALKER, Sec. (pro tem.)

**THE LLANRWST SLATE SLAB QUARRY COMPANY (Limited).—NOTICE.**—In consequence of the Directors having already accepted contracts which will necessitate the immediate commencement of business, the SHARE LIST will positively CLOSE ON TUESDAY, the 16th instant.  
(By order of the Board) R. WALKER, Sec. (pro tem.)  
25, Bucklersbury, E.C.

**COUNTY FIRE OFFICE, No. 50, REGENT-STREET, and No. 14, CORNHILL, LONDON.**

ESTABLISHED 1806.

CAPITAL, £700,000.

Returns paid to Insured, £287,223. Claims paid since the Establishment of the Office, £1,348,975.

TRUSTEES AND DIRECTORS.

The Hon. Arthur Kinnaid, M.P.	Henry B. Churchill, Esq.
Sir Richard D. King, Bart.	Richard Dawson, Esq.
Sir G. E. Welby Gregory, Bart.	The Rev. Humphrey W. Sibthorp.
Samuel Veasey, Esq.	Frederick Squire, Esq.
&c., &c., &c.	

MANAGING DIRECTOR.—John A. Beaumont, Esq.

The Rates of Premium charged by the County Fire Office are upon the lowest scale consistent with security to the Insured.

All Losses are settled with promptitude and liberality.

When a Policy has existed Seven Years, a Return of 25 per cent. on one-fourth of the Premiums paid, is declared upon such Policies.

The Return thus paid at the present time amounts to £297,842.

The following Table contains the Names of some of the Policy Holders who have participated in these Returns:—

Policy No.	Name and Residence of Insured.	Bonus.
138,142	W. F. Riley, Esq. ....	£ s. d.
156,308	Messrs. Broadwood, Golden-square .....	464 1 0
114,163	W. T. Copeland, Esq., New Bond-street .....	169 7 9
156,784	Major-General Vyse, Stoke-place, Slough....	83 2 6
143,872	Peter Thompson, Esq., Frith-street, Soho....	70 14 10
99,218	Sir James J. Hamilton, Bart., Portman-square	63 0 0
139,634	John Amor, Esq., New Bond-street .....	56 14 0
69,699	Lady Jane Rodd, Wimpole-street .....	47 0 6
257,934	The Rt. Hon. Earl Howe, Gopsall Hall, Leicestershire .....	40 15 0
49,024	The Rev. C. Barter, Sarsden, Oxon .....	39 5 3
350,497	J. H. Hamilton, Esq. M.P., Abbottstown, Dublin	29 17 4
81,118	Edward Thornton, Esq., Princes-street, Hanover-square .....	28 14 0

CHARLES STEVENS, Secretary.

COMMISSION.—The usual Commission of 5 per cent. upon New Policies and Renewals, is allowed to Solicitors and other Professional Gentlemen introducing business to the County Fire Office.

**PROVIDENT LIFE OFFICE, No. 50, REGENT-STREET, LONDON, W.**

ESTABLISHED 1806.

Invested Capital, £1,660,447.

Annual Income, £196,956.

Bonuses Declared, £1,451,157.

Claims Paid since the Establishment of the Office, £3,736,600.

President.—THE RIGHT HONOURABLE EARL GREY.

The Profits (subject to a trifling deduction) are divided among the Insured.

Examples of Bonuses added to Policies issued by

THE PROVIDENT LIFE OFFICE.

No. of Policy.	Date of Policy.	Annual Premium.	Sum Insured.	Amount with Bonus additions.
4,718	1823	194 15 10	5,000	10,632 14 2
3,924	1821	165 4 2	5,000	10,164 19 0
4,937	1824	205 13 4	4,000	9,637 2 2
2,946	1818	184 7 6	5,000	9,234 13 5
5,795	1825	157 1 8	5,000	9,233 5 10
2,027	1816	122 13 4	4,000	8,576 11 2
3,944	1821	49 15 10	1,000	2,498 7 6
788	1809	29 18 4	1,000	2,327 13 5

JOHN HODDINOTT, Secretary.

The next Division of Profits will take place in April, 1866. Policies effected before the 1st January, 1866, will be entitled to share in this division.

COMMISSION.—The usual Professional Commission of 10 per Cent. upon the First Premium, and 5 per Cent. upon Renewals, is allowed to Solicitors and others, and continued to be paid to the party introducing the Assurance.

THE  
CREDIT FONCIER AND MOBILIER OF ENGLAND  
(LIMITED).

AUTHORISED CAPITAL, £4,000,000.

CAPITAL SUBSCRIBED, £2,000,000.

CAPITAL PAID UP, £500,000.

RESERVE FUND, £200,000.

DIVIDEND RESERVE FUND, £70,000.

**DIRECTORS.**

The Right Hon. JAMES STUART WORTLEY, GOVERNOR.

JAMES LEVICK, Esq., Merchant, King's Arms-yard, } DEPUTY GOVERNORS.

JAMES NUGENT DANIELL, Esq., Chairman of the Alliance Bank (Limited), }

JAMES CHILDS, Esq., London.

ALEXANDER DUNBAR, Esq., Old Broad-street, London.

CHARLES ELLIS, Esq., Lloyd's.

ADOLPH HAKIM, Esq. (Messrs. Pinto, Hakim, Brothers, & Co.), London.

The Hon. T. C. HALIBURTON, M.P., Chairman of the Canada Agency Association, London.

WILLIAM HARRISON, Esq. (Messrs. Young, Harrison, & Bevan), Director of the Thames and Mersey Insurance Company.

RICHARD STUART LANE, Esq. (Messrs. Lane, Hankey, & Co.), London.

CHARLES E. NEWBON, Esq., London.

HENRY POWNALL, Esq., J.P., Russell-square, London.

JOSEPH MACKRILL SMITH, Esq. (J. Mackrill Smith & Co.), Old Broad-street, London.

EDWARD WARNER, Esq., M.P., London.

JOHN WESTMORELAND, Esq. (Director of the Royal Insurance Company), London.

ALBERT GRANT, Esq., MANAGING DIRECTOR.

**Bankers.**

The AGRA & MASTERMAN'S BANK (Limited); Messrs. SMITH, PAYNE, & SMITHS; the NATIONAL BANK, London, Dublin, and its Branches in Ireland; the ALLIANCE BANK (Limited), London, Liverpool, and Manchester.

**Solicitors.**

Messrs. NEWBON, EVANS, & Co., Nicholas-lane, E.C.

**Secretary.**

ALFRED LOWE, Esq.

**Offices—17 and 18, CORNHILL, LONDON.**

**THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).**

**ISSUE OF DEBENTURES WITH INTEREST PAYABLE QUARTERLY.**

The Directors have decided to issue Debenture Bonds of the Company for the amounts and bearing interest as under, viz.:—In sums of £10, £20, £50, £100, £250, £500, and £1,000, with Coupons attached.

**INTEREST.**

For three years .....	6 per cent per annum.
For five years .....	6½      "      "
For seven years .....	7            "      "

Interest payable quarterly, viz., on the 30th March, 30th June, 30th September, and 30th December, in each year, payable at the Company's Bankers.

The first payment of interest will be made on the 30th June next. It will be seen that the Directors, with a view to afford the means of investing smaller amounts in securities of this description than is ordinarily obtainable, have decided to issue Debenture Bonds in sums of £10, £20, and £50, on the same terms as those for larger amounts.

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, May 4, 1865.

By order of the Court, ALFRED LOWE, Secretary.

**THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).**

**RATES FOR MONEY ON DEPOSIT.**

This Company receives Money on Deposit, in sums of £10 and upwards, on the following terms, until further notice, viz.:—

At 14 days' notice .....	4½ per cent. per annum.
For fixed periods of not less than .....	2 months, 5½ per cent. per annum.
Beyond 2 and up to .....	4      "      5½      "      "
Beyond 4 and up to .....	6      "      5½      "      "
Any period beyond .....	6      "      6      "      "

Forms can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, May 4, 1865,

By order of the Court,

ALFRED LOWE, Secretary.